



BellSouth Telecommunications, Inc.

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October 30, 2000

Guy M. Hicks
General Counsel

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RECEIVED
OCT 30 2000
615 214-6304

EXECUTIVE SECRETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Complaint of Intermedia Communications, Inc. Against BellSouth Telecommunications, Inc. To Enforce The Reciprocal Compensation Requirement of the Parties' Interconnection Agreement*
Docket No. 00-00280

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth's responses to Intermedia's first set of interrogatories and first request for production of documents. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

CERTIFICATE OF SERVICE

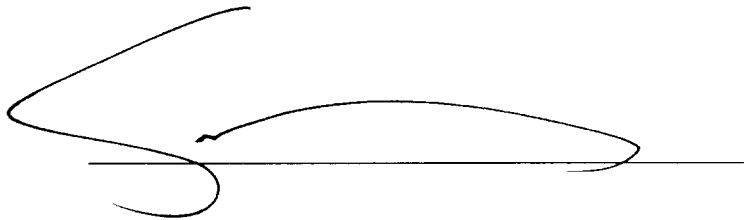
I hereby certify that on October 30, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
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- ☐ Overnight

H. LaDon Baltimore, Esquire
Farrar & Bates
211 Seventh Ave. N, # 320
Nashville, TN 37219-1823

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Scott Saperstein
Senior Policy Counsel
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, FL 33619

A handwritten signature in black ink, appearing to read 'S. Saperstein', is written over a horizontal line.

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REQUEST: Identify all employees, representatives, or agents of BellSouth involved in negotiating the Agreement with Intermedia, including any amendments thereto. In answering this Interrogatory, please explain in detail the role of each such employee, representative, or agent in the negotiations.

RESPONSE: To the best of BellSouth's knowledge the following individuals were involved in negotiating the Interconnection Agreement and any amendments to the Interconnection Agreement:

Jerry Hendrix – Negotiator for the original Agreement and all amendments
Pat Finlen – current Negotiator and involved with HDSL Amendment
Jerry Latham – HDSL subject matter expert
Stuart Hudnall – MTA Amendment
William D. French – Account Team

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REQUEST: Please describe in detail all negotiations between Intermedia and BellSouth concerning Sections IV.A, IV.B, and IV.D of the Agreement. In answering this Interrogatory, please:

- a) Identify each employee, representative, or agent of BellSouth responsible for or in any way involved in negotiating these sections, and
- b) Identify all documents that refer or relate to such negotiations.

RESPONSE: a) Jerry Hendrix was the individual involved in negotiating Sections IV.A, IV.B, and IV.D of the Agreement

b) Intermedia/BellSouth Interconnection Agreement Implementation Plan attached hereto as Exhibit A.

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ATTACHMENT

INTERMEDIA/BELLSOUTH INTERCONNECTION AGREEMENT
IMPLEMENTATION PLAN

I. Local Interconnection

- A. Tracking local exchange and EAS traffic for compensation purposes (by state, format). (IVA)
- B. Exchange of traffic data between companies (format, fields). (IVA)
- C. Bill rendered every month, late payment charges (by state, format). (IVB)
- D. Quarterly payments made when applicable. (IVC)
- E. Development of quarterly percent local usage factor (PLU) and updating the PLU to the other party on January 1st, April 1st, July 1st and October 1st. (IVD)
- F. Interconnection of facilities (ICI's plans). (IVE)
- G. Reciprocal connectivity arrangements that meet technical standards. (IVF)
- H. Network to Network Interface charges. (IVH)
- I. Unidentified traffic (NXX) charges, validation of traffic for appropriate compensation. (IVI)
- J. Intermediary tandem switching and transport arrangements/meet point billing arrangements. (IVJ,IVK,IVL,IVM)

II. IntraLATA and InterLATA Toll Traffic Interconnection

- A. Compensation arrangements. (VA,VB)
- B. 800 traffic compensation arrangements. (VD,VE,VF)
- C. 800 Access Ten Digit Screening arrangements. (VG)

III. Service Provider Number Portability (SPNP)

- A. SPNP general provisions. (VIB,VIC,VIG,VIH,VII,VIJ,VIK,VIL,VIM)
- B. SPNP-Remote arrangements. (VID,VIF)
- C. SPNP-DID arrangements. (VIE,VIF)

IV. Provision of Unbundled Elements

- A. Unbundled loops, loop channelization, local transport, and local switching. (VILA, VIIB, VIIC, VIID)
- B. Request process for unbundled network elements (timeframes, process used). (VIIE)
- C. Restrictions on use of unbundled elements. (VIIF)

V. Access to Poles, Ducts, Conduits and Rights of Way

- A. Process for handling access requests. (VIII)

VI. Access to 911/E911 Emergency Network

A. Basic 911

1. BellSouth to provide a list of each municipality with Basic 911 and will provide information on the conversion date of each municipality to E911 and the ten digit directory number for each emergency answering position. (IXA)
2. ICI will accept and translate 911 calls to the appropriate number and route to the appropriate tandem/end office. (IXA)

B. E911

1. ICI to install a minimum of two dedicated trunks terminating on the appropriate E911 tandem. Trunk specifications included. (IXB)
2. ICI to provide daily updates to E911 database. (IXB)
3. ICI is responsible for forwarding, routing and providing alternate routes to BellSouths tandems for the emergency call. (IXC)
4. ICI will follow industry practices and procedures contained in the 911 Local Exchange Carrier Guide for Facilities-Based Providers. (IXD)

VII. Provision of Operator Services

- A. Both parties to provide busy line verification and emergency interrupt services. (XA)
- B. BellSouth to provide ICI with Operator Call Processing Access Service. (XB)
- C. BellSouth to offer ICI CMDS Hosting and the Non-Sent Paid Report System. (XC)

VIII. Directory Listings

- A. BellSouth to include ICI users in Yellow and White Page Directories and deliver directories to ICI customers. (XIA)
- B. BellSouth to provide ICI subscriber listings in directory assistance databases at no charge. Procedures need to be developed regarding lead time, format and content of listing information. (XIB)
- C. BellSouth to provide mag tape with format for listings, ICI to provide directory listings and daily updates that include new, changed, and deleted listings in industry accepted format. (IXC)

IX. Access to Telephone Numbers

BellSouth, as number administrator, to provide ICI numbering resources pursuant to industry guidelines, I will complete NXX code application pursuant to industry guidelines. (XIIA.)

X. Access to Signaling and Signaling Databases

- A. Each party to offer use of signaling network and databases on an unbundled basis, with functionality available at both A-link and B-link connectivity. (XIIIA)
- B. BellSouth to update LERG with assigned ICI NXXs. (XIIIB)
- C. BellSouth to input ICI line information into LIDB. (XIIIC)

XI. Resale of BellSouth's Retail Services (Business)

- A. Discounts are as follows: Alabama 10%, Florida 12%, Georgia 17.3%, Kentucky 8%, Louisiana 10%, Mississippi 8%, and North Carolina, South Carolina, Tennessee 9%. (XIVA)

B. All BellSouth retail services included (broadband exchange line and Synchronet) except as follows: grandfathered services, promotional and trial services, lifeline and link-up, CSAs, installment billing, 911/E911, ...(XIVB)

(All provisions in XIV) To be completed.

XII. Ordering Provisions for Resold Services (XV) To be completed.

XIII. Network Design and Management Provisions (XVI)

IX. Disconnection of Existing End User Service Provisions (XVII)

X. Auditing Procedures (IXI)

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REQUEST: Do you contend at the time the parties negotiated the Agreement both Intermedia and BellSouth did not intend to treat calls to Internet Service Providers as "local traffic" as defined in Section I.D of the Agreement? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

RESPONSE: BellSouth cannot speak to Intermedia's intent. BellSouth did not intend to treat calls to Internet Service Providers as "local traffic" as defined in Section I.D of the Agreement. Please see documents attached to Production of Documents Item Number 3.

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REQUEST: Do you content that at the time the parties negotiated the Agreement both Intermedia and BellSouth did not intend to treat calls to Internet Service Providers as "local traffic" for purposes of compensation under Sections IV.A and IV.B of the Agreement? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

RESPONSE: BellSouth cannot speak to Intermedia's intent. BellSouth did not intend to treat calls to Internet Service Providers as "local traffic" for purposes of compensation under Sections IV.A and IV.B of the Agreement. Please see documents attached to BellSouth's response to Intermedia's 1st Request for Production of Documents, Item Number 3.

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REQUEST: Please identify the names and addresses of each BellSouth employee who talked or corresponded with Intermedia employees about the Agreement and identify all such correspondence.

RESPONSE: Jerry Hendrix, Pat Finlen, Patricia Wanner of Atlanta, Georgia; Stuart Hudnall – retired; and Jerry Latham, William D. French, and Bill Morrison of Birmingham, Alabama. Correspondence involved is various letters and emails.

REQUEST: As to individuals who are identified as talking with Intermedia employees concerning the Amendment, please state as to each such conversation the date of the conversation and its content.

RESPONSE: There were some telephone calls between BellSouth and Intermedia, but BellSouth cannot recall the details as to date, place and participants.

A face to face meeting took place in Tampa, Florida on February 5, 1998. The parties in attendance were:

Intermedia:

Ed Thomas
Tom Climer
Margaret Napier
Jim Cok

BellSouth:

Kasey Howard Mary Ann Dresson
Richard McIntire Susan Sidersky
Bill Morrison

The main focus of this meeting was to discuss reciprocal trunking between BellSouth and Intermedia. Intermedia already had interconnection trunk groups to the 3 tandems in LATA 460 so MTA was not the primary issue. The MTA discussion surrounded the Atlanta LATA. This LATA had 3 tandems within Atlanta (Norcross, Buckhead, and East Point) and Intermedia wanted to trunk to each of these tandems. However, there are three tandems outside of the Atlanta metro area and Intermedia did not want to establish interconnection trunks to these tandems (Columbus, Gainesville, and Athens). As a result of the discussion with Ed Thomas and Tom Climer, Intermedia was well aware that it had a number of reciprocal trunking options, including MTA.

Intermedia could trunk to each of the remaining tandems so that one of their end users might be able to place a call to an end user in a central office behind one of these tandems, or Intermedia could use MTA. All of the discussions centered around the engineering aspect of the architecture and not about the rate structure. Intermedia was directed to talk with Stuart Hudnall regarding adding MTA to Intermedia's Interconnection Agreement. BellSouth did not indicate that either method of interconnection was a better method. Instead, the volume of traffic to

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RESPONSE: (Continued)

each of the tandems would determine which is the best method for interconnection.

Additionally, Mr. Stuart Hudnall and Jerry Hendrix communicated with Ms. Strow and/or Ms. Hunley regarding the Amendment. BellSouth does not recall the details as to date and place. Julia Strow in Intermedia's Regulatory group is the person BellSouth interfaced with for the negotiation of the MTA amendment. The request would have been a telephone call from Intermedia to begin the process of amending the Interconnection Agreement.

Intermedia's request was confirmed via e-mail from Stuart Hudnall to Julia Strow dated May 15, 1998.

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REQUEST: Please state whether BellSouth drafted the Amendment. If your answer is in the negative, please state who did draft the Amendment.

RESPONSE: By "the Amendment," BellSouth assumes Intermedia is referring to the June 3, 1998 Amendment to the Interconnection agreement between Intermedia and BellSouth. As such, BellSouth did draft the Amendment.

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REQUEST: Please state whether Intermedia requested any revisions to the Amendment. If so, please state who requested the revision and what such revision was. Identify all documents that refer or relate to such request and revision.

RESPONSE: Intermedia inquired as to a Florida rate in the amendment, but did not request a revision to the Amendment.

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REQUEST: Please state whether Intermedia has requested multiple tandem access in the State of Tennessee. If you contend that such a request has been made, state who made such request on Intermedia's behalf, when the request was made, and identify all documents relating to the request.

RESPONSE: BellSouth has no record of Intermedia requesting multiple tandem access in Tennessee.

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REQUEST: Please state whether BellSouth discussed the capabilities of its billing system with an Intermedia employee, as such capabilities related to the Amendment, at or before the time the Amendment was signed. If the answer is affirmative, for each such conversation identify who had such conversation, which Intermedia employee was involved, and the content of the conversation.

RESPONSE: No.

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REQUEST: Produce copies of all documents identified or referenced by BellSouth in response to Intermedia's First Set of Interrogatories.

RESPONSE: Documents responsive to these requests are being attached to the items that they are addressing.

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REQUEST: Produce all documents that refer or relate to or were generated in connection with BellSouth's negotiations of an interconnection agreement with Intermedia in Tennessee.

RESPONSE: To the best of its knowledge BellSouth does not have any documents that refer or relate to or were generated in connection with BellSouth's negotiations of the interconnection agreement with Intermedia in Tennessee.

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REQUEST: Produce all documents that refer to or relate to the parties' intent concerning the definition of "local traffic" in Section I.D of the Agreement.

RESPONSE: Responsive documents are attached.

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Item No. 3

ATTACHMENT

RECEIVED AUG 22 1997

© BELL SOUTH

BellSouth Telecommunications, Inc.
Room 4721
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Atlanta, Georgia 30375
404 527-7150
Fax 404 525-8231
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Ernest L. Bush
Assistant Vice President -
Regulatory Policy & Planning

EN91081223

August 12, 1997

To: All Competitive Local Exchange Carriers
Subject: Enhanced Service Providers (ESPs) Traffic

The purpose of this letter is to call to your attention that our interconnection agreement applies only to local traffic. Although enhanced service providers (ESPs) have been exempted from paying interstate access charges, the traffic to and from ESAs remains jurisdictionally interstate. As a result, BellSouth will neither pay, nor bill, local interconnection charges for traffic terminated to an ESP. Every reasonable effort will be made to insure that ESP traffic does not appear on our bills and such traffic should not appear on your bills to us. We will work with you on a going forward basis to improve the accuracy of our reciprocal billing processes. The ESP category includes a variety of service providers such as information service providers (ISPs) and internet service providers, among others.

On December 24, 1996, the Federal Communications Commission (FCC) released a Notice of Proposed Rule Making (NPRM) on interstate access charge reform and a Notice of Inquiry (NOI) on the treatment of interstate information service providers and the Internet, Docket Nos. 96-262 and 96-263. Among other matters, the NPRM and NOI addressed the information service provider's exemption from paying access charges and the usage of the public switched network by information service providers and internet access providers.

Traffic originated by and terminated to information service providers and internet access providers enjoys a unique status, especially call termination. Information service providers and internet access providers have historically been subject to an access charge exemption by the FCC which permits the use of basic local exchange telecommunications services as a substitute for switched access service. The FCC will address this exemption in the above-captioned proceedings. Until any such reform affecting information service providers and internet access providers is accomplished, traffic originated to and terminated by information service providers and internet access providers is exempt from access charges. This fact, however, does not make this interstate traffic 'local', or subject it to reciprocal compensation agreements.

Please contact your Account Manager or Marc Cathey (205-977-3311) should you wish to discuss this issue further. For a name or address change to the distribution of this letter, contact Eshlyn Pugh at 205-977-1124.

Sincerely,

E.L. Bush

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Intermedia Communications Inc., ("ICI"), a Delaware corporation and shall be deemed effective as of July 1, 1996. This agreement may refer to either BellSouth or ICI or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ICI is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ICI agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ICI; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ICI to an end user of BellSouth or ICI.

D. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

E. Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

F. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

G. Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

H. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

I. Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange

Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein enable ICI to provide competing telephone exchange service and private line service within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning July 1., 1996.

B. The parties agree that by no later than July 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning July 1, 1998.

C. If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the commissions to issue its order regarding the appropriate local interconnection arrangements no later than March 11 1997. The parties further agree that in the event the Commission does not issue its order prior to July 1, 1998 or if the parties continue beyond July 1, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to July 1, 1998. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

IV. Local Interconnection

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic

Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the quarterly bill.

C. The first six month period after the execution of this Agreement is a testing period in which the parties agree to exchange data and render billing. However, no compensation during this period will be exchanged. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (D) of this section is less than \$40,000.00 on a state by state basis, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as follows: 2nd period--\$40,000.00; 3rd period--\$30,000.00; and 4th period--\$20,000.00. The cap shall be \$0.00 for any period after the expiration of this Agreement but prior to the execution of a new agreement.

D. The parties agree that neither party shall be required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use measured by the local switching element calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations, including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

E. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7)

services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

F. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area ICI desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

G. Nothing herein shall prevent ICI from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if ICI orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge ICI the lower of the interstate or intrastate tariffed rate or promotional rate.

H. The parties agree to establish trunk groups from the interconnecting facilities of subsection (E) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BellSouth's treatment of ICI as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges.

I. Whenever BellSouth delivers traffic to ICI for termination on ICI's network, if BellSouth cannot determine because of the manner in which ICI has utilized its NXX codes whether the traffic is local or toll BellSouth will not compensate ICI pursuant to this section but will, instead, charge ICI originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if

ICI can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that ICI cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.

J. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than ICI; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (L) of this section.

K. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

L. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

M. The ordering and provision of all services purchased from BellSouth by ICI shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate

elements of the switched access rate. The parties agree that their terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If ICI is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ICI as an interexchange carrier on a 10XXX basis, BellSouth will charge ICI the appropriate tariff charges for originating network access services. If BellSouth is serving as the ICI end user's presubscribed interexchange carrier or if the ICI end user uses BellSouth as an interexchange carrier on a 10XXX basis, ICI will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent ICI provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end office outside the local calling area.

D. Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

E. Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

F. If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection A, above. Each party shall provide the appropriate records for billing pursuant to subsection B, above.

G. Should ICI require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. ICI shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. ICI will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Service Provider Number Portability

A. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to ICI, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID. Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.

B. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP is available from either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service. Section E6.8.1.H of the BellSouth intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement.

C. SPNP is available only where ICI or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular ICI assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or ICI initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

D. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by ICI or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call

E. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the

telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

F. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

G. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or ICI is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. ICI usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

H. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP to the other party.

I. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.

J. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for maintenance purposes.

K. Neither party is responsible for adverse effects on any service, facility or equipment for the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other party to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process to recover those access revenues due it as a co-

provider of access services to IXC's. During the interim, while the surrogate is being developed, the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other party. If a toll intraLATA call is delivered, the delivering party will pay terminating access rates to the other party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

M. If either party has direct connections to the IXC's for the termination of all interLATA traffic and it is only through the use of SPNP services that the tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the other party will bill the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of SPNP services to the other party's customer. If so, terminating party will bill the other party the network access charges for the terminating facilities used for that intraLATA toll traffic.

N. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements

A. BellSouth will offer an unbundled local loop to ICI at the current rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.

B. BellSouth will offer to ICI ^{not unb}unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with ICI's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

C. BellSouth will offer to ICI unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

D. BellSouth will offer to ICI unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

E. BellSouth shall, upon request of ICI, and to the extent technically feasible, provide to ICI access to its Network Elements for the provision of an ICI telecommunications service. Any request by ICI for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. ICI agrees to pay the costs associated with the bona fide request if ICI cancels the request or fails to purchase the service once completed. ICI shall provide BellSouth access to its Network Elements as mutually agreed by the Parties or as required by a state commission or the FCC.

F. A Network Element obtained by one Party from the other Party under this section may be used in combination with the facilities of the requesting Party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth agrees to provide to ICI, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

A. For basic 911 service, BellSouth will provide to ICI a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ICI will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ICI will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ICI shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

B. For E911 service, ICI shall install a minimum of two dedicated trunks originating from ICI's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the

user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ICI will provide BellSouth daily updates to the E911 database.

C. If a municipality has converted to E911 service, ICI will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ICI will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

D. BellSouth and ICI agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

E. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

X. Provision of Operator Services

A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.

B. BellSouth will offer to ICI Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

C. BellSouth will offer to ICI CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

XI. Directory Listings

A. Subject to execution of an agreement between ICI and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) ICI's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to ICI's subscribers.

B. BellSouth will include ICI's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge ICI to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. BellSouth will provide ICI a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ICI will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord ICI's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to ICI's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that ICI has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. ICI agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases

A. Each party will offer to the other party use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

B. BellSouth agrees to input the NXXs assigned to ICI into the Local Exchange Routing Guide ("LERG").

C. BellSouth will enter ICI line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable ICI's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

D. If ICI utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale

A. The rates pursuant by which ICI is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

B. ICI may resell the tariffed telecommunications services of BellSouth, including any broadband exchange line or SynchroNet® service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g. education institutions discount); and discounted services to meet competitive situations. BellSouth agrees that ICI may resell the broadband exchange line or SynchroNet service as provided by BellSouth in any technically feasible manner alone or in conjunction with its own service offering.

C. The provision of services by BellSouth to ICI does not constitute a joint undertaking for the furnishing of any service.

D. ICI will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ICI for all services.

E. ICI will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, ICI accepts responsibility for adhering to BellSouth's prescreening

guidelines prior to referring the trouble to BellSouth. BellSouth may bill ICI for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact ICI's customers, if in its sole discretion it deems necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.

F. BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of ICI and ALEC agrees not to interfere with the right of any end user to obtain service directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ICI

G. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. BellSouth will not, however, make the end user's previous telephone number available to ICI until the end user's outstanding balance has been paid. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporally suspended for nonpayment and subject to complete disconnection.

H. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ICI for a charge not less than BellSouth's cost.

I. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

1. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

ICI assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by ICI.

J. ICI agrees that its resale of BellSouth services shall be as follows:

- 1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.**
- 2. To the extent ICI is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, ICI shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by ICI are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.**
- 3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.**
- 4. ICI is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's Tariff.**
- 5. Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.**

K. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

L. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ICI is strictly prohibited from any use, including but not limited to sale, marketing or advertising, of any BellSouth name or trademark.

M. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. ICI or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

N. BellSouth will not perform billing and collection services for ICI as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to ICI, BellSouth will, on an interim basis, bill ICI the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	Monthly Rate
1. Residential	
(a) Each Individual Line or Trunk	\$3.50
2. Single Line Business	
(b) Each Individual Line or Trunk	\$3.50
3. Multi-line Business	
(c) Each Individual Line or Trunk	\$6.00

P. The procedures for discontinuing end user service purchased by ICI for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to ICI's end user on behalf of, and at the request of, ICI. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of ICI
2. At the request of ICI, BellSouth will disconnect a ICI end user customer.

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3. All requests by ICI for denial or disconnection of an end user for nonpayment must be in writing.
 4. ICI will be made solely responsible for notifying the end user of the proposed disconnection of the service.
 5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise ICI when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by ICI and/or the end user against any claim, loss or damage arising from providing this information to ICI. It is the responsibility of ICI to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

Q. The procedures for discontinuing service to ICI are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by ICI of the rules and regulations of BellSouth's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ICI, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and ICI's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
3. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If ICI fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by ICI to receive notices of noncompliance, discontinue the provision of existing services to ICI at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth

does not discontinue the provision of the services involved on the date specified in the thirty days notice, and ICI's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ICI without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, ICI's services will be discontinued. Upon discontinuance of service on a ICI's account, service to ICI's end users will be denied. BellSouth will also reestablish service at the request of the end user or ICI upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

R. BellSouth may require ICI to make a deposit, if evidence of good credit cannot be provided, when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves ICI from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that ICI defaults on its account, service to ICI will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to ICI during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to ICI by the accrual date.

XV. Ordering of Services From BellSouth For Resale Purposes

A. The ordering and provision of services purchased from BellSouth for resale purposes by ICI shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

B. When the initial service is ordered by ICI, BellSouth will establish an accounts receivable master account for ICI.

C. BellSouth shall bill ICI on a current basis all applicable charges and credits.

D. Payment of all charges will be the responsibility of ICI. ICI shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ICI from ICI's customer. BellSouth will not become involved in billing disputes that may arise between ICI and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

E. BellSouth will render bills each month on established bill days for each of ICI's accounts.

F. BellSouth will bill ICI in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

G. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

H. Upon proof of tax exempt certification from ICI, the total amount billed to ICI will not include any taxes due from the end user. ICI will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

I. As the customer of record, ICI will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by

BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that ICI actually makes the payment to BellSouth, or
2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that ICI actually makes the payment to BellSouth.

K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

L. In general, BellSouth will not become involved in disputes between ICI and ICI's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, ICI shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with ICI to resolve the matter in as timely a manner as possible. ICI may be required to submit documentation to substantiate the claim.

M. ICI is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon ICI.

XVI. Network Design and Management

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased..

E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

XVII. Disconnection of Existing End User Service

A. BellSouth will accept requests from ICI to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from ICI to BellSouth or will accept a request from another ALEC or ICI for conversion of the Service Provider Number Portability service associated with an end user's service from ICI to the second ALEC or Reseller. BellSouth will notify ICI that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. ICI must, however, provide proof of authorization upon request.

B. If BellSouth determines that an unauthorized change in local service provider has occurred, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess ICI an Unauthorized Change Charge of \$19.41 per line or trunk for Residence of Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to ICI because of the unauthorized change. These charges may be adjusted if ICI provides satisfactory proof of authorization.

C. BellSouth may designate BellSouth as the preferred provider of local exchange service for its own pay telephones.

XVIII. Implementation of Agreement

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, conversion, reconfiguration, ordering, testing, and full operational time frames. Both parties agree to provide the appropriate staff support to ensure effective implementation, administration of this Agreement and conversion of existing services to the appropriate rates contained in this Agreement. Any changes in billing to ICI shall be as of the effective date of this Agreement. The implementation schedule shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XIX. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

B. For combined interstate and intrastate ICI traffic terminated by BellSouth over the same facilities, ICI shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to ICI. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be

used for application and billing of local interconnection and intrastate toll access charges.

C. BellSouth reserves the right to periodically audit services purchased by ICI for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. ICI agrees to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, ICI shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.

XX. Liability and Indemnification

A. With respect to any claim or suit by ICI, an ICI customer or by any other person or entity, other than for willful misconduct, for damages associated with any of the services provided by BellSouth pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of B. through G. following, BellSouth's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.

B. BellSouth shall not be liable for any act or omission of any other telecommunications company providing a portion of a service, nor shall BellSouth hold liable any other telecommunications company providing a portion of a service for any act or omission of BellSouth.

C. BellSouth is not liable for damages to ICI's terminal location, POI nor ICI's customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by BellSouth's gross negligence.

D. BellSouth shall be indemnified, defended and held harmless by ICI against any claim, loss or damage arising from ICI's use of services provided by BellSouth under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from ICI's own communications; 2) Claims for patent infringement arising from ICI's acts combining or using the service furnished by BellSouth in connection with facilities or equipment furnished by ICI or ICI's customer; 3) any claim, loss, or damage claimed by a ICI customer, arising from ICI's uses of services provided by BellSouth under this Agreement; or 4) all other claims arising out of an act or omission of ICI in the course of using services provided pursuant to this Agreement.

E. BellSouth assumes no liability for the accuracy of the data provided to it by ICI and ICI agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from ICI to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.

F. BellSouth does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. BellSouth shall be indemnified, defended and held harmless by ICI or ICI's customer from any and all claims by any person relating to ICI's or ICI's customer's use of services so provided.

G. No license under patents (other than the limited license to use) is granted by BellSouth or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. BellSouth will defend ICI against claims of patent infringement arising solely from the use by ICI of services offered pursuant to this Agreement and will indemnify ICI for any damages awarded based solely on such claims.

H. BellSouth's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against BellSouth, acts of God and other circumstances beyond BellSouth's reasonable control.

I. This obligations of the Parties contained within this section shall survive the expiration of this Agreement.

XXI. More Favorable Provisions

A. In the event an appropriate regulatory agency or judicial body orders or directs BellSouth or ICI to provide any substantive portion of this Agreement in a way different than that provided for herein, including but not limited to BellSouth's provision of broadband exchange line services, the parties agree to implement said order so that the parties can incorporate the order on the same day that the order becomes effective. The parties agree that such action shall take place only after all administrative and judicial remedies have been exhausted. The party pursuing any administrative or judicial remedy agrees to apply the regulatory or judicial order retroactively to the date that the order was initially entered and apply simple interest at a rate based on the thirty day commercial paper rate for high grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in the Wall Street Journal. The preceding sentence shall survive the expiration of this Agreement.

B. In the event BellSouth executes an interconnection, unbundling and resale agreement with any other local exchange carrier, the parties agree that ICI shall be eligible to supersede this Agreement with the identical rates, terms and conditions contained in the BellSouth agreement with the other local exchange carrier. If ICI

chooses to adopt another agreement in its entirety, the parties agree that the effective day shall be the date the agreement is approved by the Commission.

C. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the parties agree that ICI shall be eligible for subscription to said service at the rates, terms and conditions contained in the tariff. The parties agree that such eligibility shall be as of the effective date of the tariff.

D. The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from ICI.

XXII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XXIII. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute.

However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXIV. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XXV. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XXVII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVIII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
Rich Dender -Acct. Manager
South E4E1 Colonnade Prkwy
Birmingham, AL 35243

ICI-Pat Kurlin
3625 Queen Palm Drive
Tampa, Florida
33619


or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XXIX. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida, relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

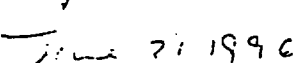
BellSouth Telecommunications, Inc.



Signature



Title



Date


Intermedia
Communications Inc



Signature



Title



Date

ATTACHMENT A
EXAMPLE OF "5% CAP"

Case 1:

BellSouth terminates 10,000 min. to ALEC X ALEC X bills BellSouth for 10,000 min.

ALEC X terminates 15,000 min. to BellSouth BellSouth bills ALEC X for 10,500 min.
(10,000 + 5%)

Case 2:

BellSouth terminates 15,000 min. to ALEC X ALEC X bills BellSouth for 10,500 min.
(10,000 + 5%)

ALEC X terminates 10,000 min. to BellSouth BellSouth bills ALEC X for 10,000 min.

Case 3:

BellSouth terminates zero min. to ALEC X ALEC X bills BellSouth zero

ALEC X terminates 10,000 min. to BellSouth BellSouth bills ALEC X zero

Case 4:

BellSouth terminates 10,000 min. to ALEC X ALEC X bills BellSouth zero

ALEC X terminates zero min. to BellSouth BellSouth bills ALEC X zero

Case 5:

BellSouth terminates 10,000 min. to ALEC X ALEC X bills BellSouth for 10,000 min.

ALEC X terminates 10,200 min. to BellSouth BellSouth bills ALEC X for 10,200 min.
(difference is less than cap)

Case 6:

BellSouth terminates 10,200 min. to ALEC X ALEC X bills BellSouth for 10,200 min.
X (difference is less than cap)

ALEC X terminates 10,000 min. to BellSouth bills ALEC X for 10,000 min.
BellSouth

Case 7:

BellSouth and ALEC X both terminate
10,000 min.
to each other

ALEC X and BellSouth both bill each other
10,000 min.

Contract Provisions for RAO Hosting and NSPRS

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

3. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 8. TERM OF AGREEMENT

8.01 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____, 1998.

WITNESS:

THE ALEC

(title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

(title)

Attachment B-1
Local Interconnection Service

Service: Local Interconnection*

Description: Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

State(s):	Alabama						Florida					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	\$486.83	LC - Add'l	-	-	\$16.75 per mile	-	\$486.83	LC - Add'l
DS1 Common Transport	\$0.00004 per mile	-	\$80.00 fac. term.	-	\$100.49 fac. term.	-	\$0.00004 per mile	-	\$59.75 fac. term.	-	\$100.49 fac. term.	-
Local Switching LS2 (FGD)	\$0.00036 fac. term.	-	-	-	-	-	\$0.00036 fac. term.	-	-	-	-	-
Tandem Switching	\$0.00755 access mou	-	-	-	-	-	\$0.00876 access mou	-	-	-	-	-
Information Surcharge	\$0.00074 access mou	-	-	-	-	-	\$0.00060 access mou	-	-	-	-	-
Tandem Intermediary Charge**	\$0.03218 100 mou	-	-	-	-	-	\$0.002 access mou	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00978	-	-	-	-	-	\$0.01028	-	-	-	-	-
Composite Rate-DS1 Tandem Sw.	\$0.00991	-	-	-	-	-	\$0.01056	-	-	-	-	-

State(s):	Georgia						Kentucky					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	\$486.83	LC - Add'l	-	-	\$23.50 per mile	-	\$486.83	LC - Add'l
DS1 Common Transport	\$0.00004 per mile	-	\$80.00 fac. term.	-	\$100.49 fac. term.	-	\$0.00004 per mile	-	\$80.00 fac. term.	-	\$100.49 fac. term.	-
Local Switching LS2 (FGD)	\$0.00036 fac. term.	-	-	-	-	-	\$0.00036 fac. term.	-	-	-	-	-
Tandem Switching	\$0.00787 access mou	-	-	-	-	-	\$0.00755 access mou	-	-	-	-	-
Information Surcharge	\$0.00074 access mou	-	-	-	-	-	\$0.00074 access mou	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-	-	\$0.01448 Trans/100 mou	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00978	-	-	-	-	-	\$0.00978	-	-	-	-	-
Composite Rate-DS1 Tandem Sw.	\$0.00991	-	-	-	-	-	\$0.00991	-	-	-	-	-

*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariff.

**The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

-Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

Attachment B-1
Local Interconnection Service

Service: Local Interconnection* (Cont'd)

State(s):	Louisiana						Mississippi					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$16.75 per mile	-	\$486.83	LC - Add'l	-	-	\$23.50 per mile	-	\$486.83	LC - Add'l
			\$59.75 fac. term.	\$100.49	fac. term.				\$90.00 fac. term.	\$100.49	fac. term.	
DS1 Common Transport	\$0.00004 per mile	-	-	-	-	-	\$0.00004 per mile	-	-	-	-	-
	\$0.00036 fac. term.	-	-	-	-	-	\$0.00036 fac. term.	-	-	-	-	-
Local Switching LS2 (FGD)	\$0.00869 access mou	-	-	-	-	-	\$0.00787 access mou	-	-	-	-	-
Tandem Switching	\$0.00050 access mou	-	-	-	-	-	\$0.00074 access mou	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-	-	\$0.002 access mou	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01021						\$0.00978					
Composite Rate-DS1 Tandem Sw.	\$0.01049						\$0.00991					

State(s):	N.Carolina						S.Carolina					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$23.50	per mile	\$486.83	LC - Add'l	-	-	\$23.50	per mile	\$486.83	LC - Add'l
			\$90.00	fac.term.	\$100.49	fac. term.			\$90.00	fac.term.	\$100.49	fac. term.
DS1 Common Transport	\$0.00004	per mile	-	-	-	-	\$0.00004	per mile	-	-	-	-
	\$0.00036	fac. term.	-	-	-	-	\$0.00036	fac. term.	-	-	-	-
Local Switching LS2 (FGD)	\$0.01140	access mou	-	-	-	-	\$0.01085	access mou	-	-	-	-
Tandem Switching	\$0.00074	access mou	-	-	-	-	\$0.00074	access mou	-	-	-	-
Information Surcharge	-	-	-	-	-	-	\$0.03741	100 mou	-	-	-	-
Tandem Intermediary Charge**	\$0.002	access mou	-	-	-	-	\$0.002	access mou	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01331						\$0.01323					
Composite Rate-DS1 Tandem Sw.	\$0.01344						\$0.01336					

State(s): Tennessee						
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$866.97 LC - First	-
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	\$486.83 LC - Add'l	-
DS1 Common Transport	\$0.00004 per mile	-	\$90.00 fac. term.	-	\$100.49 fac. term.	-
Local Switching LS2 (FGD)	\$0.00036 fac. term.	-	-	-	-	-
Tandem Switching	\$0.01750 access mou	-	-	-	-	-
Information Surcharge	\$0.00074 access mou	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mou	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01841	-	-	-	-	-
Composite Rate-DS1 Tandem Sw.	\$0.01954	-	-	-	-	-

*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariff

**The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

-Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

Attachment B-2

Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Section 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

Attachment B-3

Local Interconnection Service

Service: Service Provider Number Portability-Remote

Description:

Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

State(s): ALL

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Per Number Ported		
- Residence / 6 paths	\$1.15	-
- Business / 10 paths	\$2.25	-
Each Additional Path	\$0.50	-
Per Order, per end user location	-	None

June 19, 1996

Attachment B-4

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)*

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.

State(s):	Alabama				Florida			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00 \$80.00	trunk-init. trunk-sub.	\$15.00	trunk	\$170.00 \$86.00	trunk-init. trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97 \$486.83	LC - First LC - Add'l	\$133.81	LC	\$866.97 \$486.83	LC - First LC - Add'l
DS1 Dedicated Transport**	\$23.50 \$90.00	per mile fac. term.	- \$100.49	- fac. term.	\$16.75 \$59.75	per mile fac. term.	- \$100.49	- fac. term.

State(s):	Georgia				Kentucky			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$14.00	trunk	\$165.00 \$83.00	trunk-init. trunk-sub.	\$13.00	trunk	\$150.00 \$80.00	trunk-init. trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97 \$486.83	LC - First LC - Add'l	\$133.81	LC	\$866.97 \$486.83	LC - First LC - Add'l
DS1 Dedicated Transport**	\$23.50 \$90.00	per mile fac. term.	- \$100.49	- fac. term.	\$23.50 \$90.00	per mile fac. term.	- \$100.49	- fac. term.

* Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's Intrastate Access Tariffs.

**May not be required if the ALEC is collocated at the ported number end office.

Attachment B-4

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)* (Cont'd)

State(s):	Louisiana				Mississippi			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$170.00	trunk-init.	\$13.00	trunk	\$150.00	trunk-init.
			\$86.00	trunk-sub.			\$80.00	trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First	\$133.81	LC	\$866.97	LC - First
	-	-	\$486.83	LC - Add'l	-	-	\$486.83	LC - Add'l
DS1 Dedicated Transport**	\$16.75	per mile	-	-	\$23.50	per mile	-	-
	\$59.75	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

State(s):	N.Carolina				S.Carolina			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
	-	-	-		-	-		
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00	trunk-init.	\$13.00	trunk	\$164.00	trunk-init.
			\$83.00	trunk-sub.			\$81.00	trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First	\$133.81	LC	\$866.97	LC - First
			\$486.83	LC - Add'l			\$486.83	LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$23.50	per mile	-	-
	\$90.00	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

State(s):		Tennessee		
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$164.00	trunk-init.
			\$83.00	trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First
			\$486.83	LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-
	\$90.00	fac. term.	\$100.49	fac. term.

*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

**May not be required if the ALEC is collocated at the ported number end office.

Attachment C-1

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

EXHIBIT _____

ALPHABETICAL DIRECTORY SIDE AGREEMENT

- I. CARRIER agrees to provide to BellSouth Advertising & Publishing Corporation ("BAPCO"), through BST, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of: customer, name, address, telephone number and all other information reasonably requested by BAPCO for BAPCO's use in publishing directories of whatever type and format and for other derivative purposes. Such information shall be provided on a schedule and in a format reasonably acceptable to BAPCO. CARRIER shall advise BAPCO promptly regarding any directory-related inquiries, requests or complaints which it shall receive from CARRIER's subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same. CARRIER shall respond promptly regarding corrections or queries raised by BAPCO and to process listing changes requested by subscribers.
- II. BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. BAPCO shall also include one standard listing for each CARRIER business subscriber per hunting group in an appropriate heading as selected by the subscriber in BAPCO's appropriate local classified directory as published periodically by BAPCO unless nonlisted or nonpublish status is designated by subscriber. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. BAPCO shall deliver such local alphabetical and classified directory to CARRIER's subscribers according to BAPCO's generally applicable policies and standards.
- III. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its directories.
- IV. Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or

omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- V BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.
- VI. This Side Agreement shall be subject to the term and cancellation provisions of the agreement to which it is appended ("the Agreement"), except that BAPCO shall have the right to terminate this Side Agreement upon sixty days prior written notice given at any time following the initial term of the Agreement.
- VII. A separate Agreement may be entered into between BAPCO and CARRIER concerning Yellow Pages, or classified directories, directory delivery, CallGuide pages, and other directory related issues.

BAPCO:

CARRIER:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

DRAFT 5/20/96

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and _____, a _____ corporation ("CARRIER") agree as follows:

1. RECITALS. BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

2. CARRIER OBLIGATIONS. CARRIER agrees as follows:

(a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for BAPCO's use in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

(b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO OBLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards.

(b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

5. LIABILITY AND INDEMNITY.

(a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising-out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than

the cost of service for any errors or omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

6. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

7. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the parties during its Term.

8. RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

9. NONDISCLOSURE.

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

10. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike,

riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

11. **PUBLICITY.** Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

12. **REPRESENTATIVES AND NOTICES.**

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface
BellSouth Advertising & Publishing Corporation
Room 270
59 Executive Park South
Atlanta, GA 30329

With Copy to:

Associate General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to CARRIER:

13. **MISCELLANEOUS.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or

written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION

By: _____

Title: _____

Date: _____

CARRIER:

By: _____

Title: _____

Date: _____

EXHIBIT A

- CARRIER Listing Information, Format, Schedule for Provision
- CARRIER Delivery Information, Format, Schedule for Provision

Attachment C-2

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

State(s): All

Rates: No Charge

Attachment C-3

Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rates: Will be billed to appropriate municipality.

Attachment C-4

Unbundled Products and Services and New Services

Service: 800 Database

Description: Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.

800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

State(s): All

Rates, Terms and Conditions:

In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

Attachment C-5

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)- Storage Agreement

Description: The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-6 following.

State(s): All

Rates: No Charge

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT
FOR RESOLD LOCAL EXCHANGE LINES OR
SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS**

This agreement, effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____, ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with BST exchange lines used for Local Exchange Company's resale of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

II. DEFINITIONS

- 2.01. **Billing number** - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 2.02. **Line number** - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 2.03. **Special billing number** - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- 2.04. **Calling Card number** - a billing number plus PIN number assigned by BST.
- 2.05. **PIN number** - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- 2.06. **Toll billing exception indicator** - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- 2.07. **Billed Number Screening** - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 2.08. **Calling Card Validation** - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 2.09. **Billing number information** - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

3.01. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

(b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users.

Additionally, Local Exchange Company understands that presently BST has no method to

differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

V. TERMS

This Agreement will be effective as of _____, 1996, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determine by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of

negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

VIII. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

IX. MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

9.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

Attachment C-6

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(s): All

Rate Elements	Description	Monthly	Non-Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	\$0.00030	-
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB. As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.	\$0.03800	-
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	-	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	-	\$510.00	56 Kbps facility
CCS7 Signaling Termination - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	-	-	STP Port
CCS7 Signaling Usage* - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	-	\$0.000023 \$0.000050	-	Call Set Up Msg. TCAP Msg.
CCS7 Signaling Usage Surrogate*	\$395.00	-	-	56 Kbps facility
*Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.				

Attachment C-8

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama	\$0.06	Per Call Attempt
	Florida	\$0.06	Per Call Attempt
	Georgia	\$0.06	Per Call Attempt
	Kentucky	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N. Carolina	\$0.08	Per Call Attempt
	S. Carolina	\$0.08	Per Call Attempt
	Tennessee	\$0.12	Per Call Attempt
Fully Automated Call Handling	All	\$0.15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.			

Attachment C-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service. Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested. All local and intralata call completion attempts are routed over an intertoll trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.	All	\$0.25 (per call attempt)
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N. Carolina S. Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.08 \$0.08 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.	All	\$0.30 (per intercept query)
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's, Inc.'s Interstate Access Service Tariff F.C.C. No.1.		

Attachment C-10

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.

State(s): All

Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.

Attachment C-11

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System described in Attachment C-12 following.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

Attachment C-12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS - intrastate FL and NC	\$0.066	message
NSPRS - intrastate all other BellSouth states	\$0.05	message
NSPRS - CATS	\$0.05	message
NSPRS - non-conterminous	\$0.16	message

Exhibit A

SECTION 1. SCOPE OF EXHIBIT

1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:

- 1) Message Forwarding to Intraregion LEC/ALEC** - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
- 2) Message Forwarding to CMDS** - function of receiving an ALEC message and forwarding that message on to CMDS.
- 3) Message Forwarding from CMDS** - function of receiving a message from CMDS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01** An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02** BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03** BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04** All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

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- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
 - 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
 - 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
 - 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
 - 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
 - 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
 - 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.**
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.**

- 7
- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
 - 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
 - 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
 - 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
 - 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
 - 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
 - 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.**
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.**

Exhibit B

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:
- 1) a BellSouth customer,
 - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
 - 3) another company within the contiguous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
 - 4) another company utilizing the non-contiguous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
 - 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

- 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

- 1) BellSouth,
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
- 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).

2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0666
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

Attachment C-13

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

State(s): All

Rates, Terms and Conditions: In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: Rates as attached

Rates for Physical Interconnection

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	Tariff Rates (Same as Virtual)
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	ICB - See Note 1 Will not be less than \$1800 - not to exceed \$8500 unless HVAC or power plant upgrade. If so, rates to be ICB.
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29,744.00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (Same as Virtual)
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7.50 / \$6.75 - See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect respectively	Monthly Recurring	\$1.20 / \$5.00 See Note 4
Cross-Connects	Per DS1/DS3 respectively	Monthly Recurring	\$8.00 / \$72.48
Security Escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P)	As Required	\$41.00 / \$25.00 B \$48.00 / \$30.00 O \$55.00 / \$35.00 P

- Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested CO
- Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square foot for the first 100 square feet and \$242.00 for each additional 100 square feet in the same CO in lieu of space preparation and construction fees. This option does not apply where HVAC, power plant or both upgrade is required.
- Note 3: See attached list for Zone A offices as of May 1986. This list will be amended monthly.
- Note 4: Applies when collocator does not supply their own POT bay.

BellSouth Zone A Offices - as of May 1996

EX=Exempt from Physical

STATE	CITY	OFFICE	CLLI / STATUS
AL	Birmingham	Main & Toll	BRHMALMA EX
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
FL	Boca Raton	Boca Teeca	BCRTFLBT
	Fort Lauderdale	Main Relief	FTLDFLMR
		Cypress	FTLDFLCY
		Plantation	FTLDFLPL
	Jacksonville Beach	Main	JCBHFLMA
	Jacksonville	Arlington	JCVLFLAR
		Beachwood	JCVLFLBW
		Clay Street	JCVLFLCL
		Southpoint	JCVLFLJT EX
		Normandy	JCVLFLNO
		Riverside	JCVLFLRV
		San Jose	JCVLFLSJ EX
		San Marco	JCVLFLSM
		Westconnett	JCVLFLWC
		Mandarin Avenues	MNDRFLAV EX
		Mandarin Loretto	MNDRFLLO
	Lake Mary	Lake Mary	LKMRFLMA EX
	Miami	Grande	MIAMFLGR
		Palmetto	MIAMFLPL
		Alhambra	MIAMFLAE
		Bayshore	MIAMFLBA
		Metro	MIAMFLME
	Melbourne	Main	MLBRFLMA
	Orlando	Magnolia	ORLDFLMA
		Azalea Park	ORLDFLAP
		Sand Lake	ORLDFLSL
		Pinecastle	ORLDFLPC
		Pinehills	ORLDFLPH
	West Palm Beach	Annex (Main Annex)	WPBHFLAN

GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	
		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPF	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marietta	Marietta Main	MRRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR	EX
		Fern Creek	LSVLKYFC	
		JTown	LSVLKYJT	
		Mathews	LSVLKYSM	
		Third Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCB0	

		Derita	CHRLNCDE	
		Erwin	CHRLNCER	
		Lake Point	CHRLNCLP	
		Reid	CHRLNCRE	EX
		Sharon Amity	CHRLNCSH	
		University	CHRLNCUN	EX
	Greensboro	Eugene St	GNBONCEU	
	Raleigh	Morgan	RLGHNCMO	
		New Hope	RLGHNCHO	
	Salisbury	Main	SLBRNCMA	
	Winston Salem	Fifth Street	WNSLNCFI	
	Ashville	O'Henry	AHVLNCOH	
SC	Charleston	Dial & Toll	CHTNSCDT	
	Columbia	Senate St	CLMASCSN	EX
		At. Andrews	CLMASCSA	
	Greenville	D&T	GNVLSCDT	
		Woodruff Road	GNVLSCWR	EX
	Spartenburg	Main	SPBGSCMA	
TN	Knoxvill	Main	KNVLTNMA	
	Memphis	Bartlett	MMPHTNBA	
		Chickasaw	MMPHTNCT	
		Eastland	MMPHTNEL	
		Germantown	MMPHTNGT	
		Main	MMPHTNMA	EX
		Oakville	MMPHTNOA	
		Southland	MMPHTNSL	
	Nashville	Main & Toll	NSVLTNMT	
		Airport	NSVLTNAP	
		Brentwood	NSVLTNBW	
		Crieve Hall	NSVLTNCH	
		Donelson	NSVLTNDO	
		Inglewood	NSVLTNIN	
		Sharondale	NSVLTNST	
		University	NSVLTNUN	

Attachment C-14

Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

Rates, terms and conditions: This service will be provided via a Standard License Agreement.

May 29, 1996

Attachment C-15

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

State(s):	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$17.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$30.00	\$97.00	N/A	\$28.50	\$87.00	N/A	\$32.00	\$105.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$1.65	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$1.60	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.55	N/A	N/A	\$1.95	N/A	N/A

State(s):	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$18.50	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$30.00	\$93.00	N/A	\$30.00	\$100.00	N/A	\$30.00	\$96.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

State(s):	N.Carolina			S.Carolina			Tennessee		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$30.03	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$11.85	\$71.87	N/A	\$50.00	\$97.00	N/A	\$30.00	\$96.00	N/A
- 1 - 8 Miles	\$2.15	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.15	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$2.15	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description: This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.

State(s)	Alabama			Florida			Georgia		
Rate Elements	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A	\$555.00	\$490.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

State(s)	Kentucky			Louisiana			Mississippi		
Rate Elements	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$540.00	\$495.00	N/A	\$530.00	\$510.00	N/A	\$560.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$6.00	\$6.00

State(s):	N.Carolina			S.Carolina			Tennessee		
Rate Elements	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.65	\$7.00	\$7.00	\$1.60	\$6.00	\$6.00	\$1.60	\$8.00	\$8.00

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama			Florida		Georgia	
Rate Elements	Rate	Per	Rate Elements	Rate	Rate Elements	Rate
Monthly			Monthly		Monthly	
Residence Port	\$2.50		Residence Port	\$2.00	Residence Port	\$2.28
Business Port	\$7.00		Business Port	\$4.50	Business Port	\$4.60
PBX Trunk Port	\$7.00		PBX Trunk Port	\$7.50	PBX Trunk Port	\$7.37
Rotary Service	\$2.00		Rotary Service	\$2.00	Rotary Service	\$2.77
Primary Rate ISDN NAS	\$20.00					
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$0.02	Init. min.	- init. min.	\$0.0275	- setup per call	\$0.02
	\$0.01	Add'l min.	- add'l min.	\$0.0125	- per minute or fraction thereof	\$0.02
B (1-10 miles)	\$0.04	Init. min.				
	\$0.02	Add'l min.				
C (11-16 miles)	\$0.06	Init. min.				
	\$0.04	Add'l min.				
D (17-22 miles & existing LCA described in A3.6 greater than 22 mi.)	\$0.10	Init. min.				
	\$0.07	Add'l min.				
E (23-30 miles)	\$0.10	Init. min.				
	\$0.10	Add'l min.				
F (31-40 miles)	\$0.10	Init. min.				
	\$0.10	Add'l min.				
G (Special Band)*	\$0.10	Init. min.				
	\$0.10	Add'l min.				

* In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Kentucky			Louisiana		
Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly		
Residence Port	\$3.50		Residence Port	\$2.50	
Business Port	\$10.00		Business Port	\$7.00	
PBX Trunk Port	\$10.00		PBX Trunk Port	\$7.00	
Rotary Service	\$3.50		Rotary Service	\$3.50	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$0.04	Init.Min.	A (0 miles)	\$0.02	Init.Min.
	\$0.02	Add'l min.		\$0.01	Add'l min.
B (1-10 miles)	\$0.04	Init.Min.	B (1-10 miles)	\$0.04	Init.Min.
	\$0.02	Add'l min.		\$0.02	Add'l min.
C (Greater than 10 miles Limited LCA)	\$0.06	Init.Min.	B (11-16 miles)	\$0.08	Init.Min.
	\$0.04	Add'l min.		\$0.04	Add'l min.
D (1-10 miles beyond Limited LCA)	\$0.04	Init.Min.	C (17-22 miles)	\$0.10	Init.Min.
	\$0.02	Add'l min.		\$0.07	Add'l min.
E (11-16 miles beyond Limited LCA)	\$0.06	Init.Min.	D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Init.Min.
	\$0.04	Add'l min.		\$0.10	Add'l min.
F (17-22 miles beyond Limited LCA)	\$0.09	Init.Min.		\$0.16	Add'l min.
	\$0.07	Add'l min.	E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Init.Min.
G (23-30 miles beyond Limited LCA)	\$0.09	Init.Min.		\$0.14	Init.Min.
	\$0.07	Add'l min.	F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14	Init.Min.
H (31-40 miles beyond Limited LCA)	\$0.09	Init.Min.		\$0.10	Add'l min.
	\$0.07	Add'l min.	G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14	Init.Min.
I (Greater than 40 miles beyond Limited LCA)	\$0.09	Init.Min.		\$0.14	Add'l min.
	\$0.07	Add'l min.	G (Greater than 40 miles Inter-Parish)	\$0.14	Add'l min.

Mississippi			N.Carolina			S.Carolina		
Rate Elements	Rates	Per	Rate Elements	Rates	Rate Elements	Rates		
Monthly			Monthly		Monthly			
Residence Port	\$3.75		Residence Port	\$2.00	Residence Port	\$4.00		
Business Port	\$7.50		Business Port	\$8.00	Business Port	\$10.50		
PBX Trunk Port	\$7.50		PBX Trunk Port	\$8.00	PBX Trunk Port	\$10.50		
Rotary Service	\$3.75		Rotary Service	\$1.50	Rotary Service	\$3.00		
Usage - Mile Bands			Usage - (STS)		Usage - (STS)			
A (0 miles)	\$0.02	Init.min.	- Init.min.	\$0.05	- Basic Svc.Area	\$0.02		
	\$0.01	Add'l min.	- Add'l min.	\$0.02	- Expanded Svc.Area	\$0.12		
B (1-10 miles)	\$0.04	Init.min.						
C (11-16 miles, existing LCA described in A3.6 greater than 16 miles, and calls to county seat greater than 16 miles)	\$0.02	Add'l min.						
	\$0.06	Init.min.						
D (17-30 miles)	\$0.04	Add'l min.						
	\$0.06	Init.min.						
E (31-55 miles Biloxi LATA)	\$0.07	Add'l min.						
	\$0.09	Init.min.						
F (31-55 miles Jackson LATA)	\$0.07	Add'l min.						
	\$0.12	Init.min.						
G (56-85 miles Biloxi LATA)	\$0.10	Add'l min.						
	\$0.18	Init.min.						
	\$0.14	Add'l min.						

Tennessee		
Rate Elements	Rates	Per
Monthly		
Residence Port	\$4.00	
Business Port	\$10.00	
PBX Trunk Port	\$10.00	
Rotary Service	\$8.50	
Usage - Mile Bands		
A (0-16 miles)	\$0.02	per min.
B (17-30 miles)	\$0.05	per min.
C >30 miles	\$0.10	per min.

Attachment C-18

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

Description: Provided to ALECs to assist in deployment of numbers on their network to conform with BellSouth existing local calling area geographics.

State: All

Rate(s): No Charge

May 29, 1996

ATTACHMENT "D"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by ICI for the purposes of resale to ICI end users shall be available at the following discount off of the retail rate.

STATE	DISCOUNT	
	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	20.3%*	17.3%*
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

*The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996.

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes

AMENDMENT
TO
INTERCONNECTION AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc., ("ICI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICI and BellSouth hereby covenant and agree as follows:

Eliminations and Insertions

1. The Parties agree to eliminate and strike out of the Interconnection Agreement all of paragraphs IV(C) and IV(D) on page 4, and inserting in place thereof the following paragraphs:

C. Left Blank Intentionally

D. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as the actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

2. The Parties further agree to eliminate and strike out of the Interconnection Agreement all of the language of Attachment A, leaving Attachment A blank intentionally.

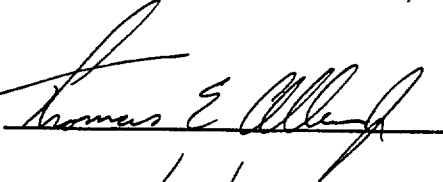
3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.

4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

ORIGINAL

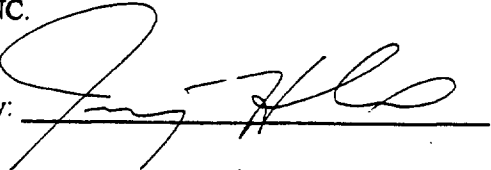
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

INTERMEDIA COMMUNICATIONS, INC.

By: 

DATE: 2/24/97

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

DATE: 2/24/97

FILE COPY

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS MC. AND
BELLSOUTH TELECOMMUNICATIONS, MC. DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), **Intermedia** Communications Inc. ("ICI") and **BellSouth** Telecommunications, Inc. ("**BellSouth**") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996 ("**Interconnection Agreement**").

NOW **THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICI and **BellSouth** hereby covenant and agree as follows:

1. The Parties agree that **BellSouth** will, upon request, provide and ICI will accept and pay for (1) loops, (2) loop cross-connections (3) dedicated transport and (4) unbundled packet switching in accordance with the schedule of prices set forth in Attachment C-2 to this Amendment which is incorporated herein by reference, in and for the states reflected on Attachment C-2.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either **determined** by further agreement or by final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the body having jurisdiction over the matter for the **affected** states shall be called upon to resolve such differences or that they will submit the matter to commercial arbitration in accordance with the **terms** contained in Article XXIII of the Interconnection Agreement.

4. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which ICI and **BellSouth** are entitled to be MI parties to the proceeding.

#62606

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.

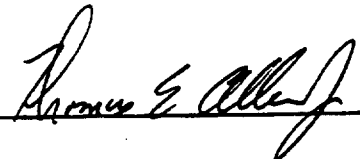
(c) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any are required by said final order, shall form the basis of any "true-up."

5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect. Nothing in this Amendment shall in any way limit ICI's ability to select substitute rates for local loops, loop cross connects, or dedicated transport pursuant to the terms of Article XXI of the Interconnection Agreement relating to "most favorable" treatment.

6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

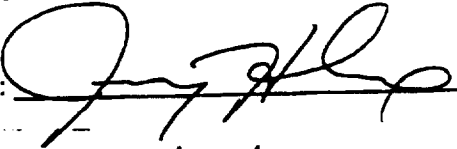
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

INTERMEDIA COMMUNICATIONS INC.

By: 

DATE: 2-24-97

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

DATE: 2/24/97

Interim UDL-4W Rates

STATE	RECURRING	NON-RECURRING	
		1ST	ADD'L
ALABAMA	\$27.00	\$475.00	\$325.00
FLORIDA	\$30.50	\$510.00	\$350.00
GEORGIA	\$25.50	\$525.00	\$375.00
KENTUCKY	\$36.00	\$550.00	\$375.00
LOUISIANA	\$34.00	\$500.00	\$350.00
MISSISSIPPI	\$24.50	\$475.00	\$325.00
N. CAROLINA	\$24.00	\$525.00	\$350.00
S. CAROLINA	\$27.50	\$525.00	\$350.00
TENNESSEE	\$25.00	\$500.00	\$350.00

These rates are for a 4-wire Unbundled Digital Loop capable of 56kbps or 64kbps data traffic. The loop extends from the Network Interface Device (NID) at the customer's premises to the Main Distribution Frame (MDF) at that customer's central office.

These rates do not include any other Unbundled Network Element (UNE) or any cross-connects to such UNEs or collocation space.

Additional Loop Rates

STATE	2-WIRE ISDN		4-WIRE DS1 DIGITAL	
	Monthly	NR	Monthly	NR
FLORIDA	\$40.00	\$306.00 / 1st \$283.00 / Add'l	\$80.00	\$540.00 / 1st \$465.00 / Add'l
GEORGIA	\$27.20	\$25.80	\$117.00	\$665.00 / 1st \$315.00 / Add'l
N. CAROLINA	\$27.20	\$33.00	\$238.00	\$837.92 / 1st \$494.19 / Add'l

Dedicated Transport - DS1 Level

STATE	Monthly		NR
FLORIDA	\$1.60	- per mile	\$100.49
	\$59.75	- fac. term.	
GEORGIA	\$105.12	- per link	\$100.49
	\$0.00	- fac. term.	
NORTH CAROLINA	\$23.00	- per mile	\$100.49
	\$90.00	- fac. term.	

Interim Cross-Connect Rates

STATE	2-WIRE ANALOG		4-WIRE ANALOG	
	Monthly	NR	Monthly	NR
ALABAMA	\$.30	\$18.40	\$.50	\$18.40
FLORIDA	\$.30	\$15.20	\$.50	\$15.20
GEORGIA	\$.30	\$12.60	\$.50	\$12.60
KENTUCKY	\$.30	\$16.00	\$.50	\$16.00
LOUISIANA	\$.30	\$20.80	\$.50	\$20.80
MISSISSIPPI	\$.30	\$13.00	\$.50	\$13.00
N. CAROLINA	\$.30	\$11.60	\$.50	\$11.60
S. CAROLINA	\$.30	\$8.00	\$.50	\$8.00
TENNESSEE	\$.30	\$19.20	\$.50	\$19.20

Unbundled Packet Switching UNE Proxy Pricing

Until cost studies are completed, BST will use the following rates on an interim basis.

The following rates will apply for Frame Relay UNEs in Florida.

	Non-Recurring	Recurring
User Network Interface - 56 Kbps	\$300	\$ 62
User Network Interface - 64 Kbps	300	70
User Network Interface - 1.536 Mbps	410	294
User Network Interface - 44.210 Mbps	1,050	2,426
Network Network Interface - 56 Kbps	300	62
Network Network Interface - 64 Kbps	300	70
Network Network Interface - 1.536 Mbps	410	294
Network Network Interface - 44.210 Mbps	1,050	2,426
Data Link Connection Identifier	25	1.50
Committed Information Rate		
0 Bps	0	0
1-32 Kbps	0	7
33-56 Kbps	0	12
57-64 Kbps	0	13
65-128 Kbps	0	18
129-256 Kbps	0	24
257-384 Kbps	0	28
385-512 Kbps	0	32
513-768 Kbps	0	36
769Kbps-1.536 Mbps	0	55
1.537-4 Mbps	0	120
5-10 Mbps	0	160
11-16 Mbps	0	226
17-34 Mbps	0	250
35-44.210 Mbps	0	370

**AMENDMENT
TO
MASTER INTERCONNECTION AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS, INC. and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JULY 1, 1996**

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc. ("ICI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties effective July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICI and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide, and ICI will accept and pay for, Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 2. following:
2. This arrangement provides for ordering interconnection to a single access tandem, or, at a minimum, less than all access tandems within the LATA for ICI's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit traffic to and from other ALECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks or Super Group. One restriction to this arrangement is that all of ICI's NXXs must be associated with these access tandems; otherwise, ICI must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.
3. The Parties agree to bill Local traffic at the elemental rates specified in Attachment A.
4. This amendment will result in reciprocal compensation being paid between the Parties based on the elemental rates specified in Attachment A.
5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.
6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications, Inc.

BellSouth Telecommunications, Inc.

Original Signature on File
Signature

Original Signature on File
Signature

James F. Geiger
Name

Jerry D. Hendrix
Name

EVP Sales & Marketing
Title

Director-Interconnection Services
Title

6/3/1998
Date

June 3, 1998
Date

ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

1. Each Party's local usage will be determined by the application of its reported Percent Local Usage ("PLU") to its intrastate terminating minutes of use as set forth in Paragraph 1.D. in ICI's February 24, 1997, Amendment to its Interconnection Agreement.

2. The Parties agree to bill Local traffic at the elemental rates specified below:

ELEMENT	AL	FL	GA	KY	LA
Local Switching					
End Office Switching, per MOU	\$0.0017	\$0.0175	\$0.0016333	\$0.002562	\$0.0021
End Office Switching, add'l MOU ⁽¹⁾	NA	\$0.005	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA	\$0.0002
Tandem Switching, per MOU	\$0.0015	\$0.00029	\$0.0006757	\$0.001096	\$0.0008
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA	\$0.0003
Tandem Intermediary Charge, per MOU ⁽²⁾	\$0.0015	NA	NA	\$0.001096	NA
Local Transport					
Shared, per mile, per MOU	\$0.00004	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083
Facility Termination, per MOU	\$0.00036	\$0.0005	\$0.0004152	\$0.000426	\$0.00047

ELEMENT	MS	NC	SC	TN
Local Switching				
End Office Switching, per MOU	\$0.00221	\$0.0040	\$0.00221	\$0.0019
End Office Switching, add'l MOU ⁽¹⁾	NA	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA
Tandem Switching, per MOU	\$0.003172	\$0.0015	\$0.003172	\$0.000676
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA
Tandem Intermediary Charge, per MOU ⁽²⁾	NA	NA	NA	NA
Local Transport				
Shared, per mile, per MOU	\$0.000012	\$0.00004	\$0.000012	\$0.00004
Facility Termination, per MOU	\$0.00036	\$0.00036	\$0.00036	\$0.00036

(1) This rate element is for use in those states with a different rate for additional minutes of use.

(2) This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.

**AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND INTERMEDIA COMMUNICATIONS, INC.
DATED JULY 1, 1996**

Pursuant to this Agreement (the "Agreement"), Intermedia Communications, Inc. ("Intermedia ") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996, ("Interconnection Agreement") and the following amendments: Amendment dated February 24, 1997 regarding reciprocal compensation; Amendment dated February 24, 1997 regarding Unbundled Network Elements and Packet Switching; and Amendment dated June 3, 1998 regarding Multiple Tandem Access.

WHEREAS, ICI and BellSouth had agreed to settle the arbitration proceedings concerning their replacement interconnection agreements currently pending in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee by the following amendment to the existing contract; and

WHEREAS, BellSouth agrees to extend the existing agreements in all nine states, including this amendment, with all rates, terms and conditions, in its entirety in exchange for ICI's withdrawal of the arbitration petition; and

WHEREAS, the parties acknowledge that their agreement to extend the interconnection agreements is dependent upon all of the rates, terms and conditions in the interconnection agreements in their entirety, as each is interdependent upon the others;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Intermedia and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete Section III. in its entirety and replace the section with the following:
 - A. The term of this Agreement shall begin July 1, 1996, and continue until December 31, 1999.
 - B. The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall

commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

- C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, or pursuant to section 252(l) of the Act adopted by ICI, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.
- D. BellSouth has agreed to the extension of the agreement only as a whole and not as to the individual rates, terms and conditions contained within the Agreement.

- 2. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the respective state regulatory

authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications, Inc.

BellSouth Telecommunications, Inc.

Original Signature on File
Signature

Original Signature on File
Signature

Heather Burnett Gold
Name

Jerry D. Hendrix
Name

VP – Regulatory & Ext. Affairs
Title

Director - Interconnection Services
Title

February 15, 1999
Date

February 16, 1999
Date

**AMENDMENT
TO
INTERCONNECTION AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS INC. and
BELLSOUTH TELECOMMUNICATIONS, INC.**

DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications Inc. ("INTERMEDIA") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, INTERMEDIA and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will offer, and INTERMEDIA will accept and pay for, HDSL capable loops as follows:
 - a. HDSL capable loops are non-loaded copper loops and will be provided in accordance with BellSouth TR73600, *Unbundled Local Loop Technical Specifications*, Issue B, June 1998 and as set forth in Exhibit A of this Amendment. For the purposes of this Addendum, any updates to TR73600 must comply with normal industry standards.
 - b. The HDSL capable loops will be provided to the extent available within BellSouth's Network at a particular location as determined by the Service Inquiry ("SI") process.
 - c. Where facilities permit, and subject to BellSouth's special construction process, INTERMEDIA may request that a particular loop be removed from DLC equipment in order to provide an HDSL capable loop to a specific customer location.
 - d. As mechanized interfaces to the SI process for loop qualification purposes are made available to BellSouth's retail operations or other competitive local exchange carriers ("CLECs"), those same mechanized interfaces will be made available to INTERMEDIA on the same terms and conditions.
 - e. If HDSL capable loops are available, the installation interval will be 5 to 7 business days. The interval for the SI process is separate from the installation interval and BellSouth will use its best efforts to complete the SI process within three to five (3-5) days.

8/16/99

- f. The rates will be in accordance with the schedule of prices set forth in Exhibit B to this Amendment, Attachment C-19, which is incorporated herein by reference, in and for the states reflected on Attachment C-19.
- g. In some instances, INTERMEDIA will require access to copper twisted pair loop combinations unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that INTERMEDIA can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. INTERMEDIA will determine the type of service that will be provided over the loop. BellSouth will not charge INTERMEDIA for BellSouth to remove any equipment necessary to bring the loop up to BellSouth loop specifications for that type of loop. However, if the loop meets the appropriate specification for that loop type and INTERMEDIA wants additional equipment removed, then in some cases INTERMEDIA may be required to pay additional charges as set forth in the General Subscriber Service Tariff, Section A5. If this additional conditioning makes the loop no longer compliant with the TR73600 document, BellSouth will no longer be expected to maintain and repair the loop to those standards. In these cases, the modified loop will be classified as an Unbundled Copper Loop and BellSouth will only assure that the loop has electrical continuity and balance relative to tip and ring.
2. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications Inc.

Original Signature on File
Signature
Heather Gold
Name
Vice President
Title
August 19, 1999
Date

BellSouth Telecommunications, Inc.

Original Signature on File
Signature
Jerry Hendrix
Name
Senior Director-Interconnection Services
Title
August 27, 1999
Date

Exhibit A

Deployment Guideline	4-wire HDSL	2-wire HDSL
Pairs	2-pairs	1-pair
Load Coils	Non-loaded loops	Non-loaded loops
Maximum Loop Length 26-AWG cable	9 kft	9 kft
Maximum Loop Length 24-AWG cable	12 kft	12 kft
Maximum Single Bridged Tap Length	2 kft	2kft
Maximum Total Bridged Tap Length	2.5 kft	2.5 kft

8/16/99

Exhibit A

Deployment Guideline	4-wire HDSL	2-wire HDSL
Pairs	2-pairs	1-pair
Load Coils	Non-loaded loops	Non-loaded loops
Maximum Loop Length 26-AWG cable	9 kft	9 kft
Maximum Loop Length 24-AWG cable	12 kft	12 kft
Maximum Single Bridged Tap Length	2 kft	2kft
Maximum Total Bridged Tap Length	2.5 kft	2.5 kft

EXHIBIT B

ATTACHMENT C-19

The rates contained within this Exhibit were negotiated as a whole within the negotiations of the terms and conditions contained within the attachment and each rate, term and condition is interdependent upon the other rates, terms and conditions within this Attachment.

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC		
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month											
NRC - 1st	UHL2X	\$11.76	\$12.12	\$9.15	NA	\$11.61	\$11.60	\$17.00	\$14.86		
NRC - Add'l	UHL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$280.15	\$600.61		
NRC - Disconnected Charge - 1st	UHL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$243.91	\$507.33		
NRC - Disconnected Charge - Add'l	UHL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$39.42	\$57.25	NA	NA		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$18.14	\$25.52	NA	\$44.42		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$8.06	\$11.34	NA	\$13.55		
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$11.41	\$16.06	NA	NA		
2-Wire HDSL Loop (Standard), per month											
NRC - 1st	UHL2X	NA	NA	NA	NA	\$32.77	\$45.27	\$55.00	\$45.43		
NRC - Add'l	UHL2X	NA	NA	NA	\$8.51	NA	NA	NA	NA		
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	NA	NA	NA	\$713.50	NA	NA	NA	NA		
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month											
NRC - 1st	UHL4X	\$14.39	\$18.24	\$12.07	NA	\$16.39	\$14.14	\$27.20	\$19.73		
NRC - Add'l	UHL4X	\$541.13	\$116.91	\$378.86	NA	\$361.45	\$531.21	\$291.43	\$625.11		
NRC - Disconnected Charge - 1st	UHL4X	\$491.50	\$101.71	\$344.28	NA	\$328.35	\$482.63	\$255.46	\$532.78		
NRC - Disconnected Charge - Add'l	UHL4X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	\$39.42	\$57.25	NA	NA		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55		
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$11.41	\$16.06	NA	NA		
4-Wire HDSL Loop (Standard), per month											
NRC - 1st	UHL4X	NA	NA	NA	NA	\$32.77	\$45.27	\$55.00	\$45.43		
NRC - Add'l	UHL4X	NA	NA	NA	\$10.39	NA	NA	NA	NA		
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	NA	NA	NA	\$748.93	NA	NA	NA	NA		
	UHL4X	NA	NA	NA	\$646.17	NA	NA	NA	NA		
	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA		

MEMORANDUM OF UNDERSTANDING

This memorandum will serve to confirm the understanding of the parties, Intermedia Communications Inc. and BellSouth Telecommunications with reference to the interpretation of the language contained in the Amendment for HDSL capable loops.

Intermedia Request: To delete 1.g. of our draft amendment for HDSL loops and replace with language from the Northpoint Agreement – Section 2.3.1.2

Intermedia Interpretation: That the HDSL loops as defined in 1.a. of our amendment from the Northpoint language be interpreted as follows:

- Intermedia understands that BellSouth does not remove equipment and/or load coils from HDSL loops during its normal provisioning process. This means that **BST will only attempt to provision HDSL capable loops that do not have this equipment and that the equipment will not be a part of the loop at the time of delivery to us and that it will be HDSL capable upon Intermedia's receipt of the loop.**
- In the event Intermedia requires an HDSL loop that differs from the standards and specifications as set forth in paragraph 1.a, Intermedia will be subject to additional charges as set forth in the BellSouth General Subscriber Tariff, Section A5.
- In the event Intermedia selects a specific non-HDSL-capable loop to be conditioned as HDSL capable, Intermedia will be subject to additional charges as set forth in the BellSouth General Subscriber Tariff, Section A5.
- In the event that BellSouth's Service Inquiry process determines that an HDSL loop is available but BellSouth delivers a loop that is not capable of supporting HDSL as required in paragraph 1.a, Intermedia would not be subject to additional charges to condition said loop, if technically feasible, to meet the standards and specifications set forth in paragraph 1.a.

Agreed to by the parties this _____ day of August, 1999.

BELLSOUTH COMMUNICATIONS

INTERMEDIA COMMUNICATIONS INC.

BY: _____

BY: _____

EXHIBIT B

ATTACHMENT C-19

pendent
TN
\$13.46
\$640.79
\$541.94
NA
NA
NA
NA
NA
\$55.00
NA
NA
NA
NA
\$17.91
\$666.70
\$568.86
NA
NA
NA
NA
NA
NA
\$55.00
NA
NA
NA
NA

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 00-00280
Intermedia's 1st Production of Documents
October 16, 2000
Item No. 4
Page 1 of 1

REQUEST: Produce all documents that refer or relate to the parties' intent concerning whether calls to Internet Service Providers qualify for compensation as local traffic for purposes of Sections IV.A and IV.B of the Agreement.

RESPONSE: See BellSouth's response to Intermedia's 1st Request for Production, Item Number 3.

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 00-00280
Intermedia's 1st Production of Documents
October 16, 2000
Item No. 5

ATTACHMENT

RICH TEXT

Subject: Multiple Tandem Access Agreement
Creator: Stuart Hudnall /AL,BRHM03

Dated: 5/15/98 at 8:50
Size: 969 bytes

Attached per your request is the Multiple Tandem Access Amendment you requested. Please print out two copies, sign, and return to me for Jerry Hendrix's signature. We will return an original for your files. Call or e-mail if you have any questions. Thanks.

DISTRIBUTION LIST

Subject: Multiple Tandem Access Agreement

Creator: Stuart Hudnall /AL,BRHM03

Dated: 5/15/98 at 8:50

Size: 338 bytes

FROM: Stuart Hudnall /AL,BRHM03 (Undisplayable address parts)

TO: /internet (JOSTROW@intermedia.com)

/internet (TLHunley@exchange.intermedia.com)

AMENDMENT
TO
MASTER INTERCONNECTION AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS, INC. and
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED JULY 1, 1996

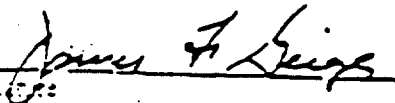
Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc. ("ICI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties effective July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICI and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide, and ICI will accept and pay for, Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 2. following:
2. This arrangement provides for ordering interconnection to a single access tandem, or, at a minimum, less than all access tandems within the LATA for ICI's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit traffic to and from other ALECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks or Super Group. One restriction to this arrangement is that all of ICI's NXXs must be associated with these access tandems; otherwise, ICI must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.
3. The Parties agree to bill Local traffic at the elemental rates specified in Attachment A.
4. This amendment will result in reciprocal compensation being paid between the Parties based on the elemental rates specified in Attachment A.
5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.
6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

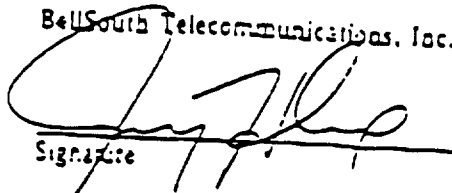
Intermedia Communications, Inc.


Signature

James F. Perger
Name
SENIOR VICE PRESIDENT
SALES AND MARKETING
Title

6/3/98
Date

BellSouth Telecommunications, Inc.


Signature

Jerry D. Hendrix
Name

Director-Interconnection Services
Title

6/3/98
Date

ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

- Each Party's local usage will be determined by the application of its reported Percent Local Usage ("PLU") to its intrastate terminating minutes of use as set forth in Paragraph 1.D. in ICI's February 24, 1997, Amendment to its Interconnection Agreement.
- The Parties agree to bill Local traffic at the elemental rates specified below:

ELEMENT	AL	FL	GA	KY	LA
Local Switching					
End Office Switching, per MOU	\$0.0017	\$0.0175	\$0.0016333	\$0.002562	\$0.0021
End Office Switching, add'l MOU ⁽¹⁾	NA	\$0.005	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA	\$0.0002
Tandem Switching, per MOU	\$0.0015	\$0.00029	\$0.0006757	\$0.001096	\$0.0008
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA	\$0.0003
Tandem Intermediary Charge, per MOU ⁽²⁾	\$0.0015	NA	NA	\$0.001096	NA
Local Transport					
Shared, per mile, per MOU	\$0.00004	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083
Facility Termination, per MOU	\$0.00036	\$0.0005	\$0.0004152	\$0.000426	\$0.00047

ELEMENT	MS	NC	SC	TN
Local Switching				
End Office Switching, per MOU	\$0.00221	\$0.0040	\$0.00221	\$0.0019
End Office Switching, add'l MOU ⁽¹⁾	NA	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA
Tandem Switching, per MOU	\$0.003172	\$0.0015	\$0.003172	\$0.000676
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA
Tandem Intermediary Charge, per MOU ⁽²⁾	NA	NA	NA	NA
Local Transport				
Shared, per mile, per MOU	\$0.000012	\$0.00004	\$0.000012	\$0.00004
Facility Termination, per MOU	\$0.00036	\$0.00036	\$0.00036	\$0.00036

(1) This rate element is for use in those states with a different rate for additional minutes of use.

(2) This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
575 West Peachtree Street, N.E.
Atlanta, Georgia 30375

June 24, 1999

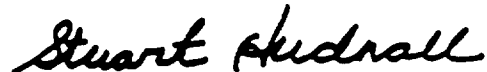
Ms. Julia Strow
Vice President
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, Florida 33619

Dear Julia:

Over the last several months we have exchanged correspondence concerning the need to correct the elemental End Office Switching rate for Florida that was included in Intermedia's MTA amendment last June. As previously indicated, due to the way the price sheet was structured, I inadvertently picked up the rates for End Office and Tandem Switching (Ports) in each case.

Attached is a completely revised Attachment A reflecting the correct rates in each state as they should have been in June 1998. Also included is a work copy showing the previous rates as well. I regret any problems these changes may cause. Should you have any questions about the rates or proposal, please give me a call on (404) 927-7859.

Sincerely,



Manager - Interconnection Services

Attachment

**AMENDMENT NO. 5
TO
MASTER INTERCONNECTION AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS, INC. and
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED JULY 1, 1996**

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc. ("Intermedia") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties effective July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Intermedia and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete the entire Attachment A to the Amendment dated June 3, 1998, and replace it with a revised Attachment A attached hereto.
2. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications, Inc.

BellSouth Telecommunications, Inc.

Signature

Signature

Name

Jerry D. Hendrix

Name

Title

Director-Interconnection Services

Title

Date

Date

ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

1. Each Party's local usage will be determined by the application of its reported Percent Local Usage ("PLU") to its intrastate terminating minutes of use as set forth in Paragraph I.D. in ICI's February 24, 1997, Amendment to its Interconnection Agreement.
2. The Parties agree to bill Local traffic at the elemental rates specified below:

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Alabama	Florida	Georgia
End Office Interconnection/Switching, per mou	\$0.0017	\$0.002	\$0.0016333
Tandem Interconnection/Switching, per mou	\$0.0015	\$0.00029	\$0.0006757
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	NA	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	BST Tariff Rates
Tandem Switch + Transport	NA	\$0.00125	NA
Combined Tandem Switch Interconnection	NA	\$0.00325	NA
Multi-tandem Interconnection	NA	NA	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	\$0.0015	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.00004	\$0.000012	\$0.000008
Common (Shared) Transport Facilities Termination per mou	\$0.00036	\$0.0005	\$0.0004152

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Kentucky	Louisiana	Mississippi
End Office Interconnection/Switching, per mou	\$0.002562	\$0.00209	\$0.0026
Tandem Interconnection/Switching, per mou	\$0.001096	NA	\$0.0083
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	\$0.00430	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	NA
Tandem Switch + Transport	NA	NA	NA
Combined Tandem Switch Interconnection	NA	NA	NA
Multi-tandem Interconnection	NA	Variable	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	\$0.001096	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.0000049	\$0.0000083	\$0.000012
Common (Shared) Transport Facilities Termination per mou	\$0.000426	\$0.00047	\$0.00036

LOCAL INTERCONNECTION: (CALL TRANSPORT AND TERMINATION)			
	North Carolina	South Carolina	Tennessee
End Office Interconnection/Switching, per mou	\$0.004	\$0.00221	\$0.0019
Tandem Interconnection/Switching, per mou	\$0.0015	\$0.003172	\$0.000676
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	NA	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	NA
Tandem Switch + Transport	NA	NA	NA
Combined Tandem Switch Interconnection	NA	NA	NA
Multi-tandem Interconnection	NA	NA	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.00004	\$0.000012	\$0.00004
Common (Shared) Transport Facilities Termination per mou	\$0.00036	\$0.00036	\$0.00036

ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

- Each Party's local usage will be determined by the application of its reported Percent Local Usage ("PLU") to its intrastate terminating minutes of use as set forth in Paragraph I.D. in ICI's February 24, 1997, Amendment to its Interconnection Agreement.
- The Parties agree to bill Local traffic at the elemental rates specified below:

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Alabama	Florida	Georgia
End Office Interconnection/Switching, per mou	\$0.0017	\$0.002 <i>WAS .0175</i>	\$0.0016333
Tandem Interconnection/Switching, per mou	\$0.0015	\$0.00029	\$0.0006757
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	NA	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	BST Tariff Rates
Tandem Switch + Transport	NA	\$0.00125	NA
Combined Tandem Switch Interconnection	NA	\$0.00325	NA
Multi-tandem Interconnection	NA	NA	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	\$0.0015	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.00004	\$0.000012	\$0.000008
Common (Shared) Transport Facilities Termination per mou	\$0.00036	\$0.0005	\$0.0004152

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Kentucky	Louisiana	Mississippi
End Office Interconnection/Switching, per mou	\$0.002562	\$0.00209 <i>WAS .0021</i>	\$0.0026 <i>WAS .0022</i>
Tandem Interconnection/Switching, per mou	\$0.001096	NA <i>.0000</i>	\$0.0083 <i>.0031</i>
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	\$0.00430	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	NA
Tandem Switch + Transport	NA	NA	NA
Combined Tandem Switch Interconnection	NA	NA	NA
Multi-tandem Interconnection	NA	Variable	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	\$0.001096	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.0000049	\$0.0000083	\$0.000012
Common (Shared) Transport Facilities Termination per mou	\$0.000426	\$0.00047	\$0.00036

LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	North Carolina	South Carolina	Tennessee
End Office Interconnection/Switching, per mou	\$0.004	\$0.00221	\$0.0019
Tandem Interconnection/Switching, per mou	\$0.0015	\$0.003172	\$0.000676
Tandem Interconnection (assumes 5 miles of transport per mou)	NA	NA	NA
Common Transport Trunk Installation, per trunk, NRC	NA	NA	NA
Tandem Switch + Transport	NA	NA	NA
Combined Tandem Switch Interconnection	NA	NA	NA
Multi-tandem Interconnection	NA	NA	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA	NA	NA
LOCAL TRANSPORT			
Common (Shared) Transport per mile per mou	\$0.00004	\$0.000012	\$0.00004
Common (Shared) Transport Facilities Termination per mou	\$0.00036	\$0.00036	\$0.00036

FedEx USA Airbill 812456352531

1 From Please print and print name
 Date **6/24/99** Sender's FedEx Account Number **1668-3158-0**
 Sender's Name **Dottie Yow** Phone **404 922-7554**
 Company **BELL SOUTH/PRICING DEPT**
 Address **675 W PEACHTREE ST STE 34591**
 City **ATLANTA** State **GA** ZIP **30375**

2 Your Internal Billing Reference **94Z**
 3 To Recipient's Name **Julia Strow** Phone **813 829-2072**

Company **Intermedia Communications**
 Address **3625 Queen Palm Dr.**
We cannot deliver to PO boxes or PO ZIP codes.

City **Tampa** State **FL** ZIP **33619**

NEW Peel and Stick FedEx USA Airbill
 See back for application instructions.
 Questions? Call 1-800-Go-FedEx® (800-463-3339)
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 By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

0099186177

0215 **Send & Copy**

4a Express Package Service
☐ FedEx Priority Overnight Next business morning ☒ **FedEx Standard Overnight** Next business afternoon ☐ FedEx First Overnight Earliest next business morning delivery to select locations
☐ FedEx 2Day® Second business day ☐ FedEx Express Saver® Third business day
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4b Express Freight Service
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5 Packaging
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6 Special Handling
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 Does this shipment contain dangerous goods?
☒ **No** ☐ Yes One box must be checked.
☐ Yes As per attached Shipper's Declaration ☐ Yes Shipper's Declaration not required ☐ Dry Ice Dry Ice, 2, LHM 1985
Dangerous Goods cannot be shipped in FedEx packaging. ☐ Cargo Aircraft Only

7 Payment - Bill to:
☒ **Sender** FedEx Acct. No. or Credit Card No. below ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check
FedEx Acct. No. Credit Card No. Bill Date

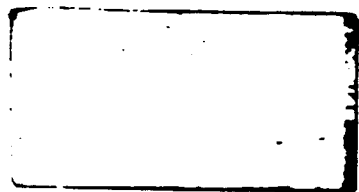
Total Packages	Total Weight	Total Declared Value*
		\$.00

* Our liability is limited to \$500 unless you declare a higher value. See back for details. FedEx Use Only

8 Release Signature Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.
 Rev. Date 1/99-Pol 0158130-0158-00 FedEx-Printed in U.S.A. ©1999 FedEx

359



March 3, 1999

Ms. Julia Strow
Assistant Vice President
Intermedia Communications, Inc.
3825 Queen Palm Drive
Tampa, FL 33619

Dear Julia:

As you will probably recall, BellSouth and Intermedia signed an amendment to our Interconnection Agreement last year on June 3, 1998, allowing Intermedia to interconnect with BST via Multiple Tandem Access. In that amendment the elemental rate for End Office Switching, per MOU in the state of Florida was incorrectly stated to be \$0.0175. The correct rate in Florida for this element is \$0.002 as per Florida Order No. PSC-98-1579-FOF-TP, dated December 31, 1998. The \$0.0175 rate is for "Unbundled End Office Switching (port usage)".

Accordingly, attached is an amendment stating the End Office Switching rate as \$0.002. Since this rate was ordered by the PSC in 1998 and should have been in effect since the MTA amendment became effective, BellSouth will be billing this rate back to June 3, 1998.

At the time, Tammy told me that one of your SME's had questioned the rate, but when I checked into it, I was told the rate was okay. Recently, however, we discovered that the rate was in error. I really regret any inconvenience or problem this may cause.

Please sign both copies of the amendment and return an original to me for our files. Should you have any questions about this change, please give me a call on (404) 927-7859.

Sincerely,

Manager - Interconnection Services

Attachment

June 4, 1998

TO: Ms. Julia Strow
FROM: Stu Hudnall
SUBJECT: Multiple Tandem Access Amendment

Attached per your request is an original, signed copy of the Multiple Tandem Access agreement for Intermedia. I have sent a copy to Bill Morrison for his information and use in allowing orders to flow.

Further in reference to the amendment, I also sent an e-mail to Tammy about the rate for the Florida End Office Switching element, which had been questioned by someone at Intermedia. Our copy of the Florida order shows the rate as \$.0175. If you have something that indicates that the commission changed that rate from the original order, let us know.

I enjoyed our meeting on Tuesday and will be working with Tammy in getting all of the "action items" handled expeditiously and will be talking with Mary Jo about our latest changes and proposals. Right now, I believe that June 29 would be a better day for me, and Mary Jo if she decides to come, for our next meeting. So, if you can reserve that day for me/us, I would appreciate it.

I will send an electronic copy of the agreement, along with all our comments, in the next week or so. In the meantime, call me if you have any questions about the agreement or amendment.

Sincerely,



Manager - Interconnection Services

Attachment

April 2, 1999

Ms. Julia Straw
Assistant Vice President
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, Florida 33619

Dear Julia:

This letter is in response to your March 25 memorandum concerning questions raised about the elemental rates that were implemented as part of Intermedia's Multiple Tandem Access (ATM) amendment. The proposed amendment I sent you on March 3, 1999 was only intended to correct one element specified in that ATM amendment, End Office Switching. The elemental rates that were included with the ATM amendment are applicable for all billing between our companies where any of those rate elements are appropriate, e.g., all reciprocal compensation. Paragraph 4 of the ATM amendment was intended to identify this change.

Thus, my statement in my March 3 letter about back billing to June 3, 1998 was intended to address all billing where the End Office Switching element was appropriate. These elemental rates are appropriate for billing regardless of whether Intermedia is actually using the Multiple Tandem Access arrangement.

If you have any additional questions about Amendment No. 5, please give me a call.

Sincerely,

Manager - Interconnection Services

March 25, 1999.

Mr. Stuart Hudnall
Manager - Interconnection Services
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

Dear Stuart:

This memorandum is in response to your correspondence dated March 3, 1999 which requested a contract revision regarding the Multiple Tandem Architecture amendment made to the BellSouth - Intermedia interconnection agreement dated June 3, 1998. In your letter you state that the compensation rate for Florida is incorrect due to a Florida Public Service Commission order dated December 31, 1996.

We understand your concern that there may be an error in the above referenced amendment. We are however confused by the statement that BellSouth intends to back bill using the proposed corrected rate for Florida since we have never requested the service provided by the amendment and in fact are currently interconnected with BellSouth at all local tandems. While Intermedia is open to making the requested correction to the amendment, we do feel some clarification is needed from BellSouth as to the basis under which BellSouth would impose the rates contained in the agreement in light of the fact that Intermedia has never requested that BellSouth provide the Multiple Tandem Architecture arrangement.

I look forward to a response from BellSouth on this matter. Please do not hesitate to call me if you have any questions.

Sincerely,



Julia O. Strow

Intermedia Communications Inc.

Interconnection Contract Data for:

Intermedia Communications, Inc.

Contract Number: INT_00245 **Effective date:** 06/03/1998 **End date:** 06/30/1998
Length of Contract: 2 years **Contract sign date:** 06/03/1998
Renewal provisions:
Contract Type: Interconnect -
Amendment

	CIC OCN		CIC OCN		CIC OCN		CIC OCN		
States: AL:	Yes 7149	GA:	Yes 5393	LA:	Yes 5393	NC:	Yes 5393	TN:	Y
FL:	Yes 5393	KY:	Yes 7149	MS:	Yes 7149	SC:	Yes 7149		

Standard: N/A

Deviations:

Service Order charge: Yes

Payment terms: Monthly

Late payment charge: No

Bill guarantee: No

Late payment notes:

Reciprocal Compensation (Local Interconnection):

Billing Structure: Elemental

Billing Cap:

Billing Threshold:

First 6 months:

Second 6 months:

Third 6 months:

Fourth 6 months:

Remainder of Contract:

Notes: The Parties agree that BellSouth will, upon request, provide, and ICI will accept and pay for, Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 2. following. 2. This arrangement provides for ordering interconnection to a single access tandem, or at a minimum, less than all access tandems within the LATA for ICI's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit traffic to and from other ALECs, interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks or Super Group. One restriction to this arrangement is that all of ICI's NXXXs must be associated with these access tandems; otherwise, ICI must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.

Services Included:

Local Interconnection (See Transport if Appropriate)

Transport

End of listing number 1

NO.156 P002/042
NO.908 P003/042

05/17/00 13:39 BELLSOUTH REGULATORY + 850 222 8640
05/16/00 15:10 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

Interconnection Contract Data for:

Intermedia Communications, Inc.

Contract Number: INT_00245
Length of Contract: 2 years
Revised provisions:
Contract Type: Interconnect - Amendment

Effective date: 06/03/1998

End date: 06/30/1998
Contract sign date: 06/03/1998

	CIC	OCN	CIC	OCN	CIC	OCN	CIC	OCN
State:	AL: Yes	5393	7149	GA: Yes	5393	7149	NC: Yes	5393
	FL: Yes	5393	7149	KY: Yes	5393	7149	MS: Yes	5393
							SC: Yes	7149

Standard: N/A
Debit/credit:
Service Order change: Yes
Late payment charge: No
Late payment notes:

Payment terms: Monthly
Bill guarantee: No

Reciprocal Compensation (Local Interconnection):

Billing Structure: Elemental
Billing Cap:
Billing Threshold:
First 6 months:
Third 6 months:
Remainder of Contract:

Second 6 months:
Fourth 6 months:

Notes: The Parties agree that BellSouth will, upon request, provide, and ICI will accept and pay for, Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 7. Following 7. This arrangement provides for ordering interconnection to a single access tandem, or at a minimum, less than all access tandems within the LATA for ICI's terminating local and intralATA toll traffic and BellSouth's terminating local and intralATA toll traffic along with transit traffic to and from other ALECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks or Super Group. Due restriction to this arrangement is that all of ICI's NOCs must be associated with their access tandem; otherwise, ICI must interconnect to each tandem where an NOC is "home" for transit traffic switched to and from and Interchange Carrier.

Local Interconnection (See Reciprocal V. Applicable)	Service Included:
	Transport

End of Billing number 1

05/17/00 13:39

404 529 6587
BELLSOUTH REGULATORY + 850 222 8640

NO.156 P003/042

05/16/00 15:10

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P004/042

11/06/98 13:55

/FOR: ICASR

ICSC: ACCESS SERVICE REQUEST

COMMAND

TARGET

ASR 9831000152 OWNER CPOC ORD

JEP

STATUS E FE ACA

D/TPROC 110698 13:16

ASR VER 019

SUPP-ADD

ECCKT

FMT

LTERM

ASI

***** ADMINISTRATIVE SECTION *****

CCNA ICF PON 1998-21479.50593 VER

SPA

ICSC SB01 BY RTR S CC

D/TSENT 110698 13:08

CA DDD 110698 FDT

FRJCT

PPTD

PPTD

NOR

LUP

BSA REQTY MD ACT C SUP AFO

TO DY EXP Y AENG

ALB

AGAUT

DATED

CUST INTERMEDIA/PHONE ONE

PBA

CKR TG0018284

UNIT C PIU 100 LTP

N PLU

CNO

ECCKT AC198301

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TSC AC198301 ACTL ATLGABU01T LA

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EPO IT

RPOB 1997-21479-14000 CCVN

ASC-EC

TSP

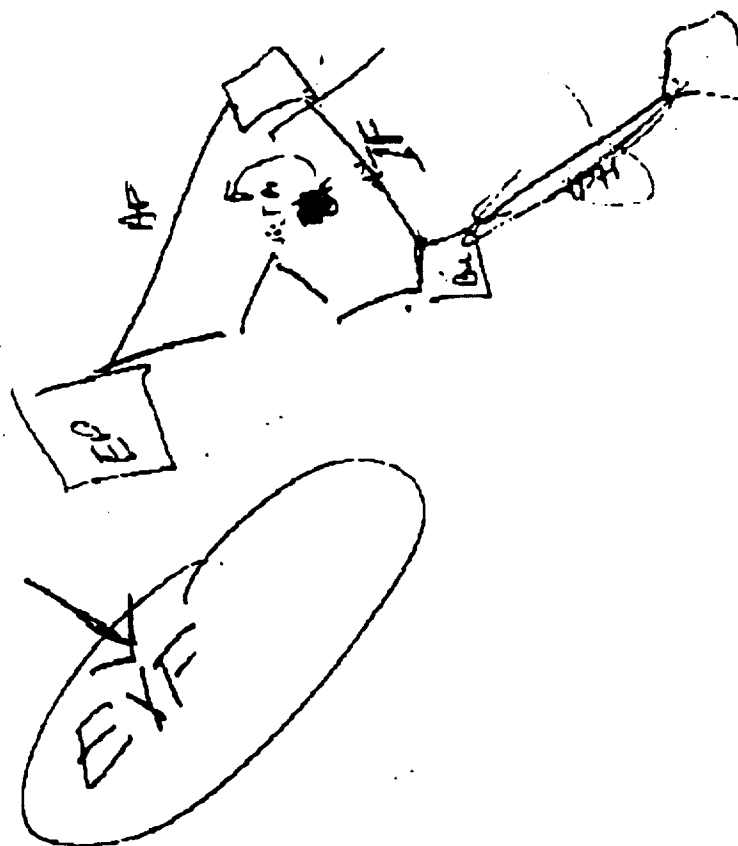
SAN

AFC

SPEC

REMARKS THIS ORDER IS TO CHANGE TRK GROUP AC198301 AND THE ATLGABU01T TANDEN T
O A MULTI TANDEN*SEE ORIGINAL ORDER WHICH IS RPOB*TRF TYPE SHOULD BE TMTM* TTT-3
+

ICS0001I FIND COMPLETED



05/17/00 13:40 BELLSOUTH REGULATORY + 850 222 8640

05/16/00 15:11 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.156 P004/042

NO.908 P005/042

/FOR: ICADMP N N *ICSC: ASR ADMINISTRATION INFORMATION *
COMMAND TARGET

11/06/98 15:05

ASR 9831000152 OWNER CPOC ORD

SB01

RRQTYT MD ACT C CCNA ICF POW 1998-21479.50593 VER
RCCKT

JEP STATUS E FE ACA
RPOW 1997-21479-14000

FMT LTERM

***** BILLING INFORMATION *****
BILLNM INTERMEDIA / PHONE ONE SBILNM INTERMEDIA / PHONE ONE ACN EXP TE G
STREET 3625 QUEEN PALM DR FL 3RD RM

CITY TAMPA ST FL ZIP 33619

BILLCON LINE COST DEPT TEL 813 829 0011

SCL

VTA BBP VCVTA

***** CONTACT INFORMATION *****

INIT JEFF NOBLE TEL 813 829 2812

STREET 3625 QUEEN PALM DR

FL 2 RM CITY TAMPA

ST FL ZIP 33619 FDRC

DSGCON JEFF NOBLE TEL 813 829 2812

STREET 3625 QUEEN PALM DR

FL 3 RM CITY TAMPA

ST FL ZIP 33619 DRC ZCJ

IMPCON NCC TEL 800 940 0033

MTCE DUTY TEL 800 940 0033

D/TREC 110698 13:16

/FOR: ICFGBP N N *ICSC: ASR FEATURE GROUPS B,C,D*
 COMMAND TARGET

11/06/98 15:05

ASR 9831000152 OWNER CPOC ORD JEP STATUS E PE ACA
 REQTYF MD ACT C CCNA ICF PON 1998-21479.50593 VER RPON 1997-21479-14000
 ECCKT FMT LTERM ASI
 *****SERVICE DETAILS*****
 NC BHSA NCI 04DS6.44 TLV DFDLRD 110698 DDLRD 110698
 DFOC 110698 QACT TTT 3 TRFTYP TS TS PSAP
 SECTLV EML CIC 0393 TRN
 RECCKT
 RECCKT
 CFA(AC198301 CFAU ACSWLOC N/A
 CKR1 TGU01B284 ACSWTYPE
 SCFA HBAW
 FACTL ATLNQABU01T CSPC NS TCIC LT SLC NC1 NCED
 IMPTEL 800 940 0033 MUXLOC PRIADM CPT
 SSPC PCU TYP SSPC PCU TYP
 SSPC PCU TYP SSPC PCU TYP
 SSPC PCU TYP SSPC PCU TYP
 SSPC PCU TYP SSPC PCU TYP
 RMKS THIS IS A CHANGE ORDER TO CHANGE TANDEM TO MULTI TANDEM*TRFTYP
 SHOULD BETM-TM*

05/17/00 13:40 BELL SOUTH REGULATORY + 850 222 8640

404 529 6587

NO.156 P006/042

05/16/00 15:11 BELL SOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P007/042

/FOR: ICFB2P N N *ICSC: ASR FEATURE GROUPS B,C,D+
COMBAND TARGET

11/06/98 15:05

ASR 9831000152 OWNER CPOC ORD JEP STATUS B FE ACA
REQTYP MD ACT C CCKA ICF PON 1998-21479.50593 VER RPON 1997-21479-14000
ECCKT PMT LTERM ASI
***** SERVICE OPTIONS *****
SR MBR OPS GETO WAC CDND DIDQ PACT REL TSC
ALTRO FGD-950
SCRT
CHOK CGAP SECADM
***** LOCATION SECTION *****
SECLOC ATINGABU01T DNPA/NXX
RMKS THIS IS A CHANGE ORDER TO CHANGE TANDEM TO MULTI TANDEM*TRFTYP
SHOULD BETH-TM*

05/17/00 13:40 BELLSOUTH REGULATORY + 850 222 8640

05/16/00 15:11 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.156 P007/042

NO.908 P008/042

/FOR: ICTQ1P N N ICSC: TRANSLATION QUESTIONNAIRE (COMMON)
COMMAND TARGET

11/06/98 15:06

ASR 9831000152 OWNER CPOC ORD JEP STATUS E FE ACA
REQTYP MD ACT C CCNA ICF PON 1998-21479.50593 VER RPON 1997-21479-14000
ECCKT FMT LTERM ASI
REF TG ACT TGTYP TSC APON DIR
TECHCON JEFF NOBLE A E AC198301
TEL 813 829 2812 B
DB TEST TN C
D
REF ANI DAACC TKSE0 TESTANI TKSIG SACNON OT OVLP CTO OSAC USDO CPN CSP CIP
A
B
C
D
REF FACT ALT REF FACT 950-XXXX FACT 950-XXXX FACT 950-XXXX
A
B
C
D

RMKS: CHANGE TANDEM TO MULTI TANDEM*

05/17/00 13:40 BELLSOUTH REGULATORY + 850 222 8640

404 529 6587

NO.156 P008/042

05/16/00 15:11 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P009/042

/FOR: ICTQAP N N ICSC: TRANSLATION QUESTIONNAIRE (COMMON-2) 11/06/98 15:06
COMMAND TARGET

ASR 9831000152 OWNER CPOC ORD JEP STATUS E FE ACA
REQTYP MD ACT C CCNA ICF PON 1998-21479.50593 VER RPON 1997-21479-14000
ECCKT FMT LTERM ASI
***** COMMON DATA MATRIX CONTINUATION *****
REF BRND ANNC CCW
A Y
B
C
D
C.NPANDX
404744

***** FEATURE GROUP D SECTION *****
CIC 0393 ACIC
CCLASS CC INTRA INTER COIN EA Y ATP
BCR3 BCR5 BCR6 M64 GLARE
RMKS: CHANGE TANDEM TO MULTI TANDEM*

05/17/00 13:40

BELLSOUTH REGULATORY + 850 222 8640

404 529 6587

NO.156 P009/042

05/16/00 15:11

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P010/042

/FOR: ICTQ2P N N ICSC: TRANSLATION QUESTIONNAIRE (FG-D)
COMMAND TARGET

11/06/98 15:06
TQ3

ABR 9831000152 OWNER CPOC ORD JEP STATUS B FE ACA
REQTYP MD ACT C CCNA ICP PON 1998-21479.50593 VER RPON 1997-21479-14000
ECCKT FMT LTERM ASI

***** ROUTING MATRIX *****
SERVICE PREFIXES

ANI II 1+ 0+ 1+ 0+ 1+ 0+
DIGITS ALL 1+ 0+ 00 011 01 500 500 700 700 800 900 900 0-L 411 LPDA 0+L
ALL A

00

01

06

07

20

27

52

61

93

RMKS: CHANGE TANDEM TO MULTI TANDEM*

05/17/00 13:40

BELLSOUTH REGULATORY → 850 222 8640

NO.156 P010/042

05/16/00 15:11

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P011/042

404 529 6587

/FOR: ICTQ3P N N ICSC: TRANSLATION QUESTIONNAIRE (FG-D)
COMMAND TARGET

11/06/98 15:06

ASR 9831000152 OWNER CPOC ORD JEP STATUS E FE ACA
REQTYP MD ACT C CCNA ICF PON 1998-21479.50593 VER RPOW 1997-21479-14000
ECCKT FMT LTERM ASI
***** ROUTING EXCEPTION MATRIX *****
SERVICE PREFIXES
ANI II LINE/CLASS 1+ 0+ 1+ 0+ 1+ 0+
DIGITS SERVICE A 1+ 0+ 00 011 01 50 50 70 70 80 90 90 0-L 411 LPDA 0+L

RMKS: CHANGE TANDEM TO MULTI TANDEM*

05/17/00 13:40 BELLSOUTH REGULATORY + 850 222 8640

NO.156 P011/042

05/16/00 15:11 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P012/042

----- PRINT COMPLETED -----
----- PRINT COMPLETED -----
----- PRINT COMPLETED -----

05/17/00 13:40

BELLSOUTH REGULATORY + 850 222 8640

NO.156 P012/042

05/16/00 15:11

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.900 P013/042

404 529 6587

/FOR: ICASRP N N *ICSC: ACCESS SERVICE REQUEST*
COMMAND TARGET

11/07/98 10:44

ASR 9831000152 OWNER CPOC ORD JEP STATUS P FE ACA
D/TPROC 110698 13:16 ASR VER 019 SUPP-ADD
ECCKT PMT LTERM ASI
***** ADMINISTRATIVE SECTION *****
CCNA ICF PON 1998-21479.50593 VER SPA ICSC SB01 BY RTR S CC
D/TSENT 110698 13:08 QA DDD 110698 FDT PRJCT
PPTD PFPTD NOR LUP BSA REQ TYP MD ACT C SUP APO
TO DY EXP Y AENG ALB AGAUT DATED CUST INTERMEDIA/PHONE ONE
FBA CKR TG0018284
UNIT C PIU 100 LTP CA FLU CNO
ECCKT AC198301
FNI CFNI
BAN N/A ASG BIC TEL BIC-ID
ASC AC198301 ACTL ATLNGBU01T LA AI APOT
RORD
RPON 1997-21479-14000 CCVN ASC-EC TSP
SAW AFG SPEC
REMARKS THIS ORDER IS TO CHANGE TRK GROUP AC198301 AND THE ATLNGBU01T
TANDEM TO A MULTI TANDEM*SEE ORIGINAL ORDER WHICH IS RPON*TRF
TYPE SHOULD BE TMTM* TTT-3*

QTY 0
QTY

C461451

Tom

05/17/00 13:41

BELLSOUTH REGULATORY + 850 222 8640

404 529 6587

NO.156 P013/042

05/16/00 15:12

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P014/042

/FOR: ICADMP N N *ICSC: ASR ADMINISTRATION INFORMATION *
COMMAND TARGET

11/07/98 10:44

ASR 9831000152 OWNER CPOC ~~080~~ JEP SB01 STATUS P FE ACA
REQTYP MD ACT C CCNA ICF PON 1998-21479.50593 RER RPON 1997-21479-14000
ECCKT FMT LTERM ASI

***** BILLING INFORMATION *****

BILLNM INTERMEDIA / PHONE ONE SBILNM INTERMEDIA / PHONE ONE ACNA EXT TE C
STREET 3625 QUEEN PALM DR FL 3RD RM
CITY TAMPA ST FL ZIP 33619

BILLCON LINE COST DEPT TEL 813 829 0011

SCL

VTA EBP VCVTA

***** CONTACT INFORMATION *****

INIT JEFF NOBLE TEL 813 829 2812 STREET 3625 QUEEN PALM DR

FL 2 RM CITY TAMPA ST FL ZIP 33619 FDRC

DSQCON JEFF NOBLE TEL 813 829 2812

STREET 3625 QUEEN PALM DR

FL 3 RM CITY TAMPA

ST FL ZIP 33619 DRC ZCJ

IMPON NCC TEL 800 940 0033

MTCE DUTY TEL 800 940 0033

D/TREC 110698 13:16

05/17/00 13:41

BELL SOUTH REGULATORY + 850 222 8640

NO.156 P014/042

05/16/00 15:12

BELL SOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P015/042

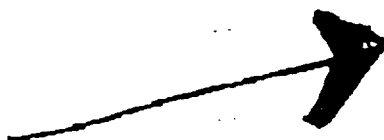
/FOR: ICPGBP N N *ICSC: ASR FEATURE GROUPS B,C,D*
COMMAND TARGET

11/07/98 10:44

ASR 9831000152 OWNER CPOC ORD JEP STATUS P PB ACA
 REQ TYP MD ACT C CCNA ICF PON 1998-21479.50593 VER RPON 1997-21479-14000
 ECCKT FMT LTERM ABI
 ***** SERVICE DETAILS *****
 NC SHSA NCI 04DS6.44 TLV ~~TM TM~~ DFDLRD 110698 DDLRD 110698
 DFOC 110698 QACI TTT 3 TRFTYP ~~TC TO PSAP~~
 SECTLV EML CIC 0393 TRN
 RECCKT
 RECCKT
 CFA AC198301 CFAU ACSWLOC N/A
 CKR1 TG0018284 ACEWTYPE
 SCFA HBRN
 FACTL ATLNGBAU01T CSPC NS TCIC LT SLC NC1 HCD
 IMPTEL 800 940 0033 MUXLOC PRIADM CPT

SSPC	PCU	TYP	SSPC	PCU	TYP
SSPC	PCU	TYP	SSPC	PCU	TYP
SSPC	PCU	TYP	SSPC	PCU	TYP
SSPC	PCU	TYP	SSPC	PCU	TYP

 RNKS THIS IS A CHANGE ORDER TO CHANGE TANDEM TO MULTI TANDEM*TRFTYP
 SHOULD BETM-TM*



05/17/00 13:41 BELL SOUTH REGULATORY + 850 222 8640

404 529 6587

NO.156 P015/042

05/16/00 15:12 BELL SOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P016/042

/FOR: ICFB2P N N *ICSC: ASR FEATURE GROUPS B,C,D*
COMMAND TARGET

11/07/98 10:44

ASR 9831000152 OWNER CPOC ORD JEP STATUS P FE ACA
REQTYP MD ACT C CCNA ICF PON 1998-21479.50593 VER RPON 1997-21479-14000
ECCKT FMT LTERM ASI
***** SERVICE OPTIONS *****
SR MBA OPS GETO WAC CDND DIDQ PACT REL TSC
ALTRO FGD-950
SCRT
CHOK CGAP SECAOM
***** LOCATION SECTION *****
SECLOC ATLNAGABU01T DNPA/NXX
RMKS THIS IS A CHANGE ORDER TO CHANGE TANDEM TO MULTI TANDEM*TRFTYP
SHOULD BE TM-TM*

/FOR: ICTQ1P N N ICSC: TRANSLATION QUESTIONNAIRE (COMMON)
COMMAND TARGET

11/07/98 10:44

ASR 9831000152 OWNER CPOC ORD JEP STATUS P FE ACA
REQTYP MD ACT C CCNA ICP PON 1998-21479.50593 VER RPON 1997-21479-14000
ECCKT FMT LTERM ASI

TECHCON JEFF NOBLE REF TG ACT TGTYP TSC APON DIR
A E AC198301
B
C
D

TEL 813 829 2812
DB TEST TN

REF ANI DAACC TKSEQ TESTANI TKSIG SACNON OT OVLP CTO OSAC USDO CPN CSP CIP

A
B
C
D

REF FACT ALT REF FACT 950-XXXX FACT 950-XXXX FACT 950-XXXX

A
B
C
D

RMKS: CHANGE TANDEM TO MULTI TANDEM*

05/17/00 13:41 BELLSOUTH REGULATORY - 850 222 8640

404 525 6587

NO.156 P017/042

05/16/00 15:12 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P010/042

/FOR: ICTQAP N N ICSC: TRANSLATION QUESTIONNAIRE (COMMON-2) 11/07/98 10:44
COMMAND TARGET

ASR 9831000152 OWNER CPOC ORD JEP STATUS P FE ACA
REQTYP MD ACT C CCNA ICP PON 1998-21479.50593 VER RPON 1997-21479-14000
ECCKT FMT LTERM ASI
***** COMMON DATA MATRIX CONTINUATION *****
REF BRND ANNC CCW
A Y
B
C
D
C.NPANXX
404744

***** FEATURE GROUP D SECTION *****
CIC 0393 ACIC
CCLASS CC INTRA INTER COIN EA Y ATP
BCR3 BCR5 BCR6 M64 GLARE
RMKS: CHANGE TANDEM TO MULTI TANDEM*

05/17/00 13:42 BELLSOUTH REGULATORY + 850 222 8640

05/16/00 15:12 BELLSOUTH COMPLEX SERVICE CTR SB + 404 529 5122

NO.156 P018/042

NO.908 P019/042

/FOR: ICTQ2P N N ICSC: TRANSLATION QUESTIONNAIRE (FG-D)
COMMAND TARGET

11/07/98 10:44
TQ3

ASR 9831000152 OWNER CPOC ORD JEP STATUS P FB ACA
REQTYP MD ACT C CCNA ICF PON 1998-21479.50593 VER RPON 1997-21479-14000
BCCKT FMT LTERM ASI

***** ROUTING MATRIX *****

SERVICE PREFIXES

ANY II 1+ 0+ 1+ 0+ 1+ 0+
DIGITS ALL 1+ 0+ 00 011 01 500 500 700 700 800 900 900 0-L 411 LPDA 0+L

ALL A

00

01

06

07

20

27

52

61

93

RMKE: CHANGE TANDEM TO MULTI TANDEM*

05/17/00 13:42 BELLSOUTH REGULATORY + 850 222 8640

404 529 5587

NO.156 P019/042

05/16/00 15:12 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.900 P020/042

/FOR: ICT03P N N ICSC: TRANSLATION QUESTIONNAIRE (FG-D)
COMMAND TARGET

11/07/98 10:44

ASR 9831000152 OWNER CPOC ORD JEP STATUS P FE ACA
REQTYP MD ACT C CCNA ICF PON 1998-21479.50593 VER RPON 1997-21479-14000
ECCKT FMT LTERM ASI
***** ROUTING EXCEPTION MATRIX *****
SERVICE PREFIXES
ANI II LINE/CLASS 1+ 0+ 1+ 0+ 1+ 0+
DIGITS SERVICE A 1+ 0+ 00 011 01 50 50 70 70 80 90 90 0-L 411 LPDA 0+L

RMKS: CHANGE TANDEM TO MULTI TANDEM*

/FOR: ICNTS

ICBC: NOTES

11/07/90 11:20

```

COMMAND          TYPE          TARGET          FUP
ASR 9831000152  OWNER CPOC      QRD          JEP          STATUS P FE
REQTYPE MD ACT C CCNA ICF PON 1998-21479.50583 VER  AFON 1997-21479-14000
ECCKT
*****
DATE    TIME    LOG ID    TYPE          TEXT
981106 153802   R51      IIPC          Q'D CLEC MD TO VFY CCNA/ACNA AND MD TO ADD INFO
                                ON CFA ETC + QTY
981106 133345   TOP      F99D          UPFRONT EDIT PROGRAM COMPLETE - MESSAGES FOLLOW
981106 133343   TOP      A60I          THE FIU IS 100 - ASR MUST BE CORRECTED
981106 133341   TOP      A60I          THE FIU IS BLANK - ASR MUST BE CORRECTED
981106 133339   TOP      E41I          END OFFICE DETAIL REQUIRED - CHECK AFO
981106 133336   TOP      G53B          TCELLI REQUIRED
981106 133334   TOP      I24I          REF#: 0001 INVALID CFA  FORMAT
981106 133332   TOP      I24I
ICS0001: FIND COMPLETED

```

/FOR: ICERR
CORRUND

ICSC: ASR ACTIVE ERRORS

11/07/98 11:21

ASR VER 019

ASR 9831000152 OWNER CPOC ORD JEP STATUS P FE
REQTYP MD ACT C CCNA ICF PON 1998-21479.50593 VER RPON 1997-21479-14000
ECCKT FMT LTERM ASI

FID KEY
QTY SCREEN= ICASR EDIT TYPE= IC ERROR
ICS0051E REQUIRED FIELD MISSING

ACTL SCREEN= ICASR EDIT TYPE= IC ERROR
ICS0113E CCNA FOR THIS ACTL (IN LOCATION DB) DOES NOT MATCH VALUE IN CCNA FIELD

AC_SW_LOC SCREEN= ICPOB EDIT TYPE= IC ERROR
ICS0050E PROHIBITED FIELD PRESENT

NONE SCREEN= ICNMA EDIT TYPE= DV ERROR
ICS1648E ENTRY LEVEL DV ERRORS EXIST - SEE ICNMA SCREEN FOR MORE DETAILS

ACTL SCREEN= ICTRX EDIT TYPE= IC ERROR
ICS0113E CCNA FOR THIS ACTL (IN LOCATION DB) DOES NOT MATCH VALUE IN CCNA FIELD

ICS0026I FIND COMPLETE - OUTPUT CONTINUES

05/17/00 13:42 BELLSOUTH REGULATORY + 850 222 8640

NO.156 P022/042

05/16/00 15:13 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P023/042

/FOR: ICERR
COMBAND

ICSC: ASR ACTIVE ERRORS

11/07/98 11:21

ASR VER 019

ASR 9831000152 OWNER CPOC ORD JEP STATUS F FE
REGTYP MD ACT C CCNA ICF POW 1998-21479.50593 VER RPOM 1997-21479-14000
ECCKT FMT LTERM ASI

FID

KEY

ACTL SCREEN= ICASR EDIT TYPE= PENDING ERROR
ICS0113E CCNA FOR THIS ACTL (IN LOCATION DB) DOES NOT MATCH VALUE IN CCNA FIELD

ACTL SCREEN= ICTRK EDIT TYPE= PENDING ERROR
ICS0113E CCNA FOR THIS ACTL (IN LOCATION DB) DOES NOT MATCH VALUE IN CCNA FIELD

HRAN SCREEN= ICACI EDIT TYPE= PENDING ERROR REFNUM= 0001
ICS0051E REQUIRED FIELD MISSING

ICS0001I FIND COMPLETED

404 519 0030 030 *CSR* *LIVE*

ASG 002002 AC198301

ICF 1

---347

SVCOTE:QTY	CODE	DESCRIPTION	AMOUNT	ACTDTE
970515	ASG	2002/OCL ATINGABU01T/AN 1015393/TTR CT/TAX B,C		980701
970522	TSC	AC198301/TTD AF3-TDJETKE/AF3 ATINGABU01T 77 SMYRGAPF5MD/CCNA ICF /TTC TY/ECSP 252-013-006/ICSP 001- 176-060,ATINGAIAD80/TSW 495/MI AA /MC SHSC/LTL SMYRGAPF95C		970522
970522	24 TPP9X	/BED 05-22-97 /TSW DMS500/TRN 2001-2024/MCI 04D86. 44/CCR TG0018284/CFA 8006 T18F 1T24 ATINGABU01T SMYRGAPF5MD/HRAN 706 N19-0057/LTP CA31/TCIC 02001-02024		970522
970522	24 TPP9X	/BED 05-22-97 /TSW DMS500/TRN 2025-2048/MCI 04D86. 44/CCR TG0018284/CFA 8007 T12F 1T24 ATINGABU01T SMYRGAPF5MD/HRAN 706 N19-0057/LTP CA31/TCIC 02025-02048		970522
970522	24 TPP9X	/BED 05-22-97 /TSW DMS500/TRN 2049-2072/MCI 04D86.		970522

05/17/00 13:42 BELL SOUTH REGULATORY → 850 222 8640

NO.156 P024/042

05/16/00 15:13 BELL SOUTH COMPLEX SERVICE CTR 50 → 404 529 5122

NO.908 P025/042

404 819 0030 030 *CSR* *LIVE*

ASG 002002 AC198301

ICF 2

LAST PAGE

SVCDTE:QTY :CODE :

ASG 002002

AMOUNT :ACTDTE

44/CKR T00018284/CTA 8008 T1EP 1T24

ATLNGABU01T SMYRGAPFSMD/ERAW 706

N19-0057/LTP CA31/TCIC 02049-02072

INTERSTATE SUBTOTAL

0.00

INTRASTATE SUBTOTAL

0.00

ASG SUBTOTAL

0.00

05/17/00 13:42

404 529 5587
BELLSOUTH REGULATORY → 850 222 8640

NO.156 P025/042

05/16/00 15:13

BELLSOUTH COMPLEX SERVICE CTR 50 → 404 529 5122

NO.908 P026/042

404 519 0031 031 *CSR* *LIVE*

ASG 002002 AC198301

ICF 1

LAST PAGE

---368

SVC DTE: QTY	: CODE	: DESCRIPTION	AMOUNT	: ACT DTE
970502	ASG	2002/OCL ATLNABU01T/AN 1015393/SBE 0362/MPS/TTR CT/TAX B,C		980501
970502	TSC	AC198301/TTD AF3-TOJETKE/AF2 ATLNABU01T 77 SMYRCAPF5MD/CCNA ICF /TTC TY/ECSP 252-013-006/ICSP 001- 176-060,ATLNABU01T/TCN 495/MI AA /MC BEHC/LTL SMYRCAPF95C		970502
970502	1 CTG	/SED 05-02-97		970502
INTERSTATE SUBTOTAL			0.00	
INTRASTATE SUBTOTAL			0.00	
ASG SUBTOTAL			0.00	

05/17/00 13:43

BELL SOUTH REGULATORY → 850 222 8640

NO.156 P026/042

05/16/00 15:14

BELL SOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P027/042

404 319 0032 032 *CSR* *LIVE*

ASG 002002 AC198301

ICF 1

LAST PAGE

---86F

SVC DTE	QTY	CODE	DESCRIPTION	AMOUNT	ACT DTE
970502		ASG	2002/OCL ATINGABU01T/AN 1015393/SBE 7435/MPB/TTR CT/TAX B,C		980501
970502		TSC	AC198301/TTD AF3-TOJETKE/AFB ATINGABU01T 77 SMYRGAPF5MD/CCRA ICF /TTC TY/ECSP 252-013-006/ICSP 001- 176-060,ATINGAIADSO/TCN 495/MI AA /MC SHSC/LTL SMYRGAPF95C		970502
970502	1	CTG	/SED 05-02-97		970502

INTERSTATE SUBTOTAL	0.00
INTRASTATE SUBTOTAL	0.00
ASG SUBTOTAL	0.00

05/17/00 13:43 BELLSOUTH REGULATORY + 850 222 8640

404 529 6587

NO.156 P027/042

05/16/00 15:14 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P028/042

404 819 0033 033 *CER* *LIVE*

ASG 002002 AC198301

ICF 1

LAST PAGE

---96F

SVC DTE: QTY	: CODE	: DESCRIPTION	AMOUNT	: ACT DTE
970502	ASG	2002/OCL ATLGABU01T/AN 1015393/SBE 4332/MFB/TTR CT/TAX B,C		980501
970502	TSC	AC198301/TTD AFS-TDJZTKE/AFB ATLGABU01T 77 SMYRGAPF5MD/CCHA ICF /TTC TY/KCSP 252-013-006/ICSP 001- 176-060,ATLGAIAD80/TCN 495/MI AA /MC SHSC/LTL SMYRGAPF95C		970502
970502	1 CTC	/SED 05-02-97		970502
INTERSTATE SUBTOTAL			0.00	
INTRASTATE SUBTOTAL			0.00	
ASG SUBTOTAL			0.00	

05/17/00 13:43 BELLSOUTH REGULATORY + 850 222 8640

NO.156 P028/042

05/16/00 15:14 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P029/042

404 519 0034 034 *CSE* *LIVE*

ASG 002002 AC198301

ICF 1

LAST PAGE

---S&P

SVCOTE:QTY	:CODE	:DESCRIPTION	AMOUNT	:ACTOTE
970502	ASG	2002/OCL ATLNGABU01T/AN 1015393/SSE 4425/MFB/TTR CT/TAX B,C		980501
970502	TSC	AC198301/TTD AF3-TDJZTKE/APS ATLNGABU01T 77 SMYRGAPF5MD/GCHA ICF /TTC TY/ECSF 252-013-006/ICSP 001- 176-060,ATLNGAIAD80/TGM 495/MI AA /MC SHSC/LTL SMYRGAPF95C		970502
970502	1 CTG	/SED 05-02-97		970502
INTERSTATE SUBTOTAL			0.00	
INTRASTATE SUBTOTAL			0.00	
ASC SUBTOTAL			0.00	

05/17/00 13:43

404 529 6587
BELLSOUTH REGULATORY + 850 222 8640

NO.156 P029/042

05/16/00 15:14

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P030/042

404 819 0035 035 *CSR* *LIVE*

ASG 002002 AC198301

ICF 1

LAST PAGE

---56F

SVC DTE	QTY	CODE	DESCRIPTION	AMOUNT	ACT DTE
970502		ASC	2002/OCL ATLNGABU01T/AN 1015393/SBE 7229/MFB/TTR CT/TAX B,C		980501
970502		TSC	AC198301/TTD AF3-TDJETKE/AF3 ATLNGABU01T 77 SMYRGAPF5MD/CCMA ICF /TTC FY/ECSP 252-013-006/ICSP 001- 176-060,ATLNGAIADSO/TGN 495/MC AA /WC SHSC/LTL SMYRGAPF95C		970502
970502	1	CTG	/BED 05-02-97		970502
INTERSTATE SUBTOTAL				0.00	
INTRASTATE SUBTOTAL				0.00	
ASG SUBTOTAL				0.00	

05/17/00 13:43

404 529 5587
BELLSOUTH REGULATORY + 850 222 8640

NO.156 P030/042

05/16/00 15:14

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P031/042

706 N19 0057 057 *CSR* *LIVE* 0008 TIEF ATLNGABU01T SMYRGAPF5MD ICF 1

---56F

SVC DTE	QTY	CODE	DESCRIPTION	AMOUNT	ACT DTE
		ASG	007001		
970502		CLP	0008 TIEF ATLNGABU01T SMYRGAPF5MD		980701
			/LTP CASI/CKR ID1018328/EC EC-D/SBP		
			/RAF1 24, 24-T24/VIU 60/TAX B,C		
970502	1	OH1	/SED 05-02-97		970502
970522	1	UDF	/SED 05-22-97		970522
			/SCID TSC AC198301/SEAN 404 619-		
			0030-030/ACMA ICF/RAF1 24, 24-T24		
970502		CKL	1-1732 POWERS FERRY RD SE, MARIETTA, GA/LBO 770 952/HCI 04DS6.44/ACTL 7		970502
			/CFA 4003 T32 10 SMYRGAPFK12		
			SMYRGAPFWC1/TAR 000,705		
970502	1	HTN	/SED 05-02-97		970502
970502		CKLT	2-SMYRGAPFK12/TAR 000,705		970502
970502	1	SATCO	/SED 05-02-97		970502
970502		CKLT	3-ATLNGABU01T/TAR 001,701		970502
980101	1	TDWLP	/SED 01-01-98		980701
			INTER GA - EC 5192		
			(1 X 9.37) 9.37		

05/17/00 13:43

404 529 6587
BELLSOUTH REGULATORY + 850 222 8640

NO.156 P031/042

05/16/00 15:14

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P032/042

706 W19 0057 057 *CSR* *LIVE* 8000 T12F ATINGABU01T SMTAGAFF5MD ICF 2

LAST PAGE

SVCOTE:QTY	:CODE	:	DESCRIPTION	AMOUNT	:ACTOTE
980701	7	115ML	/REM 1/SED 07-01-98		980701
			INTER GA - EC 5192		
	{	90.00	+(23.00 X 7)	251.00	
			INTERSTATE SUBTOTAL	260.37	
			INTRASTATE SUBTOTAL	0.00	
			ASG SUBTOTAL	260.37	

05/17/00 13:43

404 529 6587
BELLSOUTH REGULATORY + 850 222 8640

NO.156 P032/042

05/16/00 15:14

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P033/042

404 901 0152 152 *CSR* *LIVE*

ASG 002002 AC198301

ESI 1

LAST PAGE

---86F

SVC DTE: QTY	: CODE	: DESCRIPTION	AMOUNT	: ACT DTE
970502	ASG	2002/OCL ATLNAGABU01T/AN 1015393/ENR 0346/MFE/TTR CT/TAX B,C,D,E,F,G,H, J,K		980501
970502	TSC	AC198301/TTD AF3-TDJZTKE/AFZ ATLNAGABU01T 77 SMYRGAPF5MD/CCNA ICF /FTC TY/ECSP 252-013-006/ICSP 001- 176-060,ATLNAGAIAD50/TGN 495/MI AA /MC SHSC/LTL SMYRGAPF95C		970502
970502	1 CTG	/SED 05-02-97		970502
INTERSTATE SUBTOTAL			0.00	
INTRASTATE SUBTOTAL			0.00	
ASG SUBTOTAL			0.00	

404 901 0154 154 *CSR* *LIVE*

ASG 002002 AC198301

ESI 1

LAST PAGE

---968

SVC DTE	QTY	CODE	DESCRIPTION	AMOUNT	ACT DTE
970502		ASG	2002/OCL ATLNAGABU01T/AN 1015393/SRE 0375/MPB/TTR CT/TAX B,C,D,E,F,G,H, J,K		980501
970502		TSC	AC198301/TTD AF3-TDJETKE/APE ATLNAGABU01T 77 SMYRGAPF5MD/CCHA ICF /TTC TY/ECSP 252-013-006/ICSP 001- 176-060,ATLNAGAIAD90/TGW 495/MI AA /NC SHSC/LTL SMYRGAPF95C		970502
970502	1	CTG	/SED 05-02-97		970502

INTERSTATE SUBTOTAL	0.00
INTRASTATE SUBTOTAL	0.00
ASG SUBTOTAL	0.00

05/16/00 15:14 BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P035/042

706 N19 0057 057 *CSR* *LIVE* 8006 T1EF ATLNGBU01T SMYRGAPFSMD ICF 1

---B&F

SVCDET	QTY	CODE	DESCRIPTION	AMOUNT	ACTDTE
		ASG	007001		
970502		CLF	8006 T1EF ATLNGBU01T SMYRGAPFSMD /LTP CA31/CHD ID1018326/NC HC-D/SSP /RAF1 24, 24-T24/PIU 60/TAK B,C		980701
970502	1	OH1	/SED 05-02-97		970502
970522	1	UDP	/SED 05-22-97		970522
			/SCID TSC AC198301/SEAN 404 319- 0030-030/ACMA ICF/RAF1 24, 24-T24		
970502		CKL	1-1732 POWERS FERRY RD SE, MARIETTA, GA/ISO 770 952/ACTL 7/WCI 04DS6.44 /CFA 4003 T32 2 SMYRGAPFK12 SMYRGAPFWC1/TAR 000,705		970502
970502	1	HTN	/SED 05-02-97		970502
970502		CKLT	2-SMYRGAPFK12/TAR 000,705		970502
970502	1	SATCO	/SED 05-02-97		970502
970502		CKLT	3-ATLNGBU01T/TAR 001,701		970502
980101	1	TDWIF	/SED 01-01-98 INTER GA - EC 5192		980701
	(1 X	9.37) 9.37

05/16/00 15:15 BELLSOUTH COMPLEX SERVICE CTR 50 → 404 529 5122

NO.908 P035/042

706 N19 0057 057 *CSR* *LIVE* 8006 T187 ATLNGABUOLT BMYRQAPF5ND ICF 2

LAST PAGE

SVCDTE:QTY :CODE :

DESCRIPTION

AMOUNT :ACTDTE
980701 980701

980701 7 1LSNL /REN 1/SEP 07-01-98

INTER GA - EC 5192

{ 90.00 + (23.00 X 7) } 251.00

INTERSTATE SUBTOTAL 260.37

INTRASTATE SUBTOTAL 0.00

ASG SUBTOTAL 260.37

404 529 6587

05/17/00 13:44 BELLSOUTH REGULATORY → 850 222 8640

NO.156 P036/042

05/16/00 15:15 BELLSOUTH COMPLEX SERVICE CTR 50 → 404 529 5122

NO.988 P036/042

706 N19 0057 057 *CSR* *LIVE* 8006 T12F ATINGABU01T SMYRGAPF5MD

ICF 2

LAST PAGE

SVC DTS: QTY	CODE	DESCRIPTION	AMOUNT	ACT DTS
980701	7 1LSML	/REN 1/SED 07-01-98		980701
		INTER GA - EC 5192		
	(90.00 + (23.00 X 7)	251.00	
		INTERSTATE SUBTOTAL	260.37	
		INTRASTATE SUBTOTAL	0.00	
		ASG SUBTOTAL	260.37	

INTERSTATE SUBTOTAL	260.37
INTRASTATE SUBTOTAL	0.00
ASG SUBTOTAL	260.37

05/17/00 13:44

BELL SOUTH REGULATORY → 850 222 8640

NO. 156 P037/042

05/16/00 15:15

BELL SOUTH COMPLEX SERVICE CTR 50 → 484 529 5122

NO. 909 P037/042

706 N19 0057 057 *CSR* *LIVE* 0007 T1ZF ATLNQABU01T SMYRGAPF5MD

ICF 1

---S&F

SVC DTE	QTY	CODE	DESCRIPTION	AMOUNT	ACT DTE
		ASG	007001		
970502		CLF	0007 T1ZF ATLNQABU01T SMYRGAPF5MD /LTP CASH/CKR ID1010327/NC EC-D/SSD /RAF1 24, 24-T24/PIU 60/TAX B,C		980701
970502	1	ON1	/SED 05-02-97		970502
970522	1	UDP	/SED 05-22-97 /SCID TSC AC198301/SEAN 404 S19- 0030-030/ACHA ICF/RAF1 24, 24-T24		970522
970502		CKL	1-1732 POWERS FERRY RD SE, MARTA, GA/LSO 770 952/NCI 04D56.44/ACTL 7 /CFA 4003 T3Z 6 SMYRGAPFK12 SMYRGAPFWC1/TAR 000,705		970502
970502	1	HTW	/SED 05-02-97		970502
970502		CKLT	2-SMYRGAPFK12/TAR 000,705		970502
970502	1	SATCO	/SED 05-02-97		970502
970502		CKLT	3-ATLNQABU01T/TAR 001,701		970502
980101	1	TDW1P	/SED 01-01-98 INTER GA - EC 5102		980701
	(1 X	9.37	9.37

05/17/00 13:44

BELLSOUTH REGULATORY + 850 222 8640

404 529 6587

NO.156 P038/042

05/16/00 15:15

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P038/042

706 N19 0057 057 *CSR* *LIVE* 8007 T12F ATLNQABU01T SMYRGAPPSMD

ICF 2

LAST PAGE

SVC DTE: QTY : CODE :

DESCRIPTION

AMOUNT

:ACTDTE

980701 7 1LSML /REN 1/SED 07-01-98

980701

INTER GA - EC 5192

(90.00 + (23.00 X 7) } 251.00

INTERSTATE SUBTOTAL

260.37

INTRASTATE SUBTOTAL

0.00

ASG SUBTOTAL

260.37

05/17/00 13:44

404 529 6587
BELLSOUTH REGULATORY + 850 222 8640

NO.156 P039/042

05/16/00 15:15

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P039/042

404

TSC AC198301

11/07/98

PAGE 001

X	TSC	ACCOUNT	ACHA	A	LOCATION	Z	LOCATION	LATA	ASG	TGN	BCS	SED
	AC198301	404 801 0152	ESI	ATLNGABU01T	SMYRGAPFSMD	438	002002	0495	OND	199705		
	AC198301	404 801 0154	ESI	ATLNGABU01T	SMYRGAPFSMD	438	002002	0495	OND	199705		
	AC198301	404 819 0030	ICF	ATLNGABU01T	SMYRGAPFSMD	438	002002	0495	OND	199705		
	AC198301	404 819 0031	ICF	ATLNGABU01T	SMYRGAPFSMD	438	002002	0495	OND	199705		
	AC198301	404 819 0032	ICF	ATLNGABU01T	SMYRGAPFSMD	438	002002	0495	OND	199705		
	AC198301	404 819 0033	ICF	ATLNGABU01T	SMYRGAPFSMD	438	002002	0495	OND	199705		
	AC198301	404 819 0034	ICF	ATLNGABU01T	SMYRGAPFSMD	438	002002	0495	OND	199705		
	AC198301	404 819 0035	ICF	ATLNGABU01T	SMYRGAPFSMD	438	002002	0495	OND	199705		

05/17/00 13:44

BELLSOUTH REGULATORY → 850 222 8640

NO.156 P040/042

05/16/00 15:15

BELLSOUTH COMPLEX SERVICE CTR 50 → 404 529 5122

NO.908 P040/042

/TOR: ICASR

ICSC: ACCESS SERVICE REQUEST

11/23/98 19:06

CROSSING

TARGET

ASR 9831000152 OWNER CPOC ORD

D/TPROC 110698 13:16

ASR VER 019

JEP

STATUS P FE ACA

ECCKT

SUPP-ADD

FMT

LTERM

ASI

***** ADMINISTRATIVE SECTION *****

CCNA ICF PON 1998-21479.50593 VER

SPA

ICSC SB01 BY

RTR S CC

D/TSENT 110698 13:08 QA

DDD 110698 FDT

FRJCT

PFTD

PFPTD

NOR

LUP

BBA

REQTYP MD

ACT C SUP

AFO

TO BY EXP Y AENG

ALB

AGAUT

DATED

CUST INTERMEDIA/PHONE ONE

FRA

CKR TC0018284

UNIT C PIU 100 LTP CA

FLU

CNO

ECCKT AC198301

FNI

CFNI

QTY

BAN N/A

ASG

BIC

TEL

BIC-ID

QTY

TSC AC198301 ACTL ATINGABU01T LA

AI

APOT

HORD

RPOW 1997-21479-14000 CCVN

ASC-EC

TSP

SAN

APG

SPEC

REMARKS THIS ORDER IS TO CHANGE TRX GROUP AC198301 AND THE ATINGABU01T TANDEM T
O A MULTI TANDEM*SEE ORIGINAL ORDER WHICH IS RPOW*TRF TYPE SHOULD BE TMTM* TTT-3

ICS00011 FIND COMPLETED

Far,
Hold for Response from Kasey.

05/17/00 13:45

404 529 6587
BELLSOUTH REGULATORY + 850 222 8640

NO.156 P041/042

05/16/00 15:15

BELLSOUTH COMPLEX SERVICE CTR 50 + 404 529 5122

NO.908 P041/042

/FOR: ICNTE

ICSC: NOTES

11/23/98 19:08

CORROOND

TYPE

TARGET

FOP

ASR 9831000152 OWNER CPOC

ORD

JEP

STATUS P FE

REQTYP MD ACT C CCNA ICF POW 1998-21479.50593 VBR

RPOW 1997-21479-14000

ECCKT

FMT

LTERM

ASI

DATE TIME LOG_ID TYPE

TEXT

981107 113749 R51 IIPC

TALKED WITH JEFF ADV CCNA/DID NOT MATCH ACNA JEFF
ADV SENT CORR ON THIS /JEFF ADV COULD NOT UPDATE
HIS SYSTEM TO CHG TRFTIP TO TM TM . I ADVISED JEF
F THAT QTY & CFA INFO NEEDED TO BE ENTERED ON ASR
JEFF SAID THAT BELL SOUTH PROJECT MGR KASSEY HOWA
RD AND HIS BOSS ADV NOT TO ADD THIS INFO. I ADV J
EFF THIS INFO IS NEEDED TO PROCESS THE ASR

981106 153802 R51 IIPC

Q'D CLEC MD TO VFY CCNA/ACNA AND MD TO ADD INFO
ON CFA ETC

981106 133345 TOP F99D

UPFRONT EDIT PROGRAM COMPLETE - MESSAGES FOLLOW

981106 133343 TOP A60I

THE PIU IS 100 - ASR MUST BE CORRECTED

981106 133341 TOP A60I

THE FLU IS BLANK - ASR MUST BE CORRECTED

ICS0016I FIND COMPLETED - MORE NOTES FOLLOW

404 819 0030 030 *CSR* *LIVE*

ASC 002002 AC198301

ICF 1

---84P

SVCOTE:QTY	CODE	DESCRIPTION	AMOUNT	ACTDTE
970515	ASG	2002/OCL ATLGABU01T/AN 1015393/TTR CT/TAX B,C		980701
970522	TSC	AC198301/TTD AP3-TDJETKE/APZ ATLGABU01T 77 SMYRGAPFSMD/CCNA ICF /TTC TY/ECSP 252-013-006/ICSP 001- 176-060,ATLGAIAD80/TGN 495/NI AA /NC SHSC/LTL SMYRGAPF95C		970522
970522	24 TPF9X	/SED 05-22-97 /TSW DMS500/TRN 2001-2024/NCI 04D36. 44/CKR TG0018284/CFA 8006 T12F 1T24 ATLGABU01T SMYRGAPFSMD/HEAN 706 N19-0057/LTF CA31/TCIC 02001-02024		970522
970522	24 TPF9X	/SED 05-22-97 /TSW DMS500/TRN 2025-2048/NCI 04D36. 44/CKR TG0018284/CFA 8007 T12F 1T24 ATLGABU01T SMYRGAPFSMD/HEAN 706 N19-0057/LTF CA31/TCIC 02025-02048		970522
970522	24 TPF9X	/SED 05-22-97 /TSW DMS500/TRN 2049-2072/NCI 04D36.		970522

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 00-00280
Intermedia's 1st Production of Documents
October 16, 2000
Item No. 5
Page 1 of 1

REQUEST: Produce all documents that refer or relate to correspondence and conversations between BellSouth and Intermedia employees concerning the Amendment.

RESPONSE: By "the Amendment," BellSouth assumes Intermedia is referring to the June 3, 1998 Amendment to the Interconnection agreement between Intermedia and BellSouth. Responsive documents are attached.

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 00-00280
Intermedia's 1st Production of Documents
October 16, 2000
Item No. 6
Page 1 of 1

REQUEST: Produce all documents that refer or relate to any Intermedia requests for revision to the Amendment.

RESPONSE: There were no requests from Intermedia to revise the Amendment, although Intermedia did question a Florida rate. Attached are copies of letters discussing that rate.

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 00-00280
Intermedia's 1st Production of Documents
October 16, 2000
Item No. 6

ATTACHMENT

02/24/00 19:31

06/10/99 13:41

BELLSOUTH INTERCONNECTION SERV. - 18506819012

NO. 394 P005/012

NO. 394 P1 41.009

March 3, 1999

Ms. Julia Strow
Assistant Vice President
Intermedia Communications, Inc.
3825 Queen Palm Drive
Tampa, FL 33619

Dear Julia:

As you will probably recall, BellSouth and Intermedia signed an amendment to our Interconnection Agreement last year on June 3, 1998, allowing Intermedia to interconnect with BST via Multiple Tandem Access. In that amendment the elemental rate for End Office Switching, per MOU in the state of Florida was incorrectly stated to be \$0.0175. The correct rate in Florida for this element is \$0.002 as per Florida Order No. PSC-98-1579-FOF-TP, dated December 31, 1998. The \$0.0175 rate is for "Unbundled End Office Switching (port usage)".

Accordingly, attached is an amendment stating the End Office Switching rate as \$0.002. Since this rate was ordered by the PSC in 1998 and should have been in effect since the MTA amendment became effective, BellSouth will be billing this rate back to June 3, 1998.

At the time, Tammy told me that one of your SME's had questioned the rate, but when I checked into it, I was told the rate was okay. Recently, however, we discovered that the rate was in error. I really regret any inconvenience or problem this may cause.

Please sign both copies of the amendment and return an original to me for our files. Should you have any questions about this change, please give me a call on (404) 927-7859.

Sincerely,

Manager - Interconnection Services

Attachment

June 4, 1998

TO: Ms. Julia Strow
FROM: Stu Hudnall
SUBJECT: Multiple Tandem Access Amendment

Attached per your request is an original, signed copy of the Multiple Tandem Access agreement for Intermedia. I have sent a copy to Bill Morrison for his information and use in allowing orders to flow.

Further in reference to the amendment, I also sent an e-mail to Tammy about the rate for the Florida End Office Switching element, which had been questioned by someone at Intermedia. Our copy of the Florida order shows the rate as \$.0175. If you have something that indicates that the commission changed that rate from the original order, let us know.

I enjoyed our meeting on Tuesday and will be working with Tammy in getting all of the "action items" handled expeditiously and will be talking with Mary Jo about our latest changes and proposals. Right now, I believe that June 29 would be a better day for me, and Mary Jo if she decides to come, for our next meeting. So, if you can reserve that day for me/us, I would appreciate it.

I will send an electronic copy of the agreement, along with all our comments, in the next week or so. In the meantime, call me if you have any questions about the agreement or amendment.

Sincerely,



Manager - Interconnection Services

Attachment

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 00-00280
Intermedia's 1st Production of Documents
October 16, 2000
Item No. 7
Page 1 of 1

REQUEST: Produce all documents that refer or relate to any requests by Intermedia for multiple tandem access in Tennessee.

RESPONSE: BellSouth has no documents responsive to this request.

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 00-00280
Intermedia's 1st Production of Documents
October 16, 2000
Item No. 8
Page 1 of 1

REQUEST: Produce all documents or correspondence that refer or relate to any discussions BellSouth had with any Intermedia employee regarding the capabilities of BellSouth's billing system, as such capabilities related to the Amendment, at or before the time the Amendment was signed.

RESPONSE: BellSouth has no documents responsive to this request.